

OFFICE OF THE COUNCIL

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JIM JOLLY
PRESIDENT

LAURA M. TOY
VICE PRESIDENT

SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250
citycouncil@livonia.gov

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, NOVEMBER 14, 2022
7:00 P.M.**

**The electronic agenda is compiled, produced and
distributed by the City Council Staff.
(734) 466-2250**

The official documents are on file in the City Clerk's office.

**1957th Regular Meeting of the Council of the City of Livonia
Monday, November 14, 2022**

7:00 p.m. – City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - 1956th Regular Meeting Minutes of November 2, 2022

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REQUEST TO APPROVE FIRST OF TWO POTENTIAL TWO-YEAR EXTENSIONS OF CONTRACT FOR CARETAKING SERVICES IN THE HISTORICAL VILLAGE AT GREENMEAD: Department of Parks and Recreation, re: with independent contractor, Jeffrey Ronayne, for the period of December 1, 2022, through November 30, 2024. \(CR 396-19\)](#)
2. [REQUEST FOR AUTHORIZATION TO USE THE AMERICAN RESCUE PLAN ACT FUNDS: Department of Finance, re: for the provision of General Fund government services.](#)
3. [AWARD OF CONTRACT: Department of Finance, re: for Workers' Compensation Insurance coverage for the period of December 1, 2022, to November 30, 2024, from budgeted funds.](#)
4. [REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2022: Department of Finance, re: same.](#)
5. [REQUEST TO RENEW THE CITY'S LIABILITY AND PROPERTY INSURANCE COVERAGE: Department of Finance, re: with the Michigan Municipal Risk Management Authority \(MMRMA\) for the period from December 1, 2022, to November 30, 2024.](#)
6. [REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT BETWEEN SMART AND THE CITY OF LIVONIA: Livonia Housing Commission, re: for the Municipal Credit Contract for the period July 1, 2022, to June 30, 2023, with all Credits to be used for the Livonia Community Transit Program.](#)

Agenda for the Regular Meeting of November 14, 2022

7. REQUEST FOR AUTHORIZATION TO PURCHASE ONE FREIGHTLINER SINGLE AXLE TRUCK UPFITTED AS A SWAP LOADER WITH ATTACHMENTS THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT (RFP-RH 20-023): Public Works Division, re: for use by the Water Department, from budgeted funds.
8. REQUEST FOR AUTHORIZATION TO PURCHASE ONE TRAIL BEAST EASEMENT MACHINE: Department of Public Works, Sewer Department, re: to replace the current outdated equipment, from budgeted funds
9. REQUEST FOR AUTHORIZATION TO PURCHASE ONE TORO GROUNDSMASTER 3505-D THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace equipment that has exceeded the life expectancy, from budgeted funds.
10. REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division; re: to close out the Ben Celani Park Improvements Project, in the amount of \$24,865.21 and the new total of \$128,155.21 (CR 143-22)

UNFINISHED BUSINESS - MEETINGS OF THE COMMITTEE

11. COMMITTEE OF THE WHOLE MEETING OF OCTOBER 26, 2022
 - a. Subject matter of alternative ways for recognizing various groups of the community (CR 249-22)
 - b. Subject matter of Civil Rights Non-Discrimination Ordinance (CR 312-22)
PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to add Chapter 65 (Civil Rights Non-Discrimination) to Title 2, in order to streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

UNFINISHED BUSINESS

12. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Amend Sections 020 and 030 to Title 9, Chapter 83 (Child abuse).
13. AWARD OF BID: Division of Police, re: for Towing and Impound Services, for a period of three years with two, three-year renewal options, from budgeted funds.
14. REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Public Service Division, re: for the architectural design and construction phase services for the Senior Center Addition and Recreation Center Improvements Project. (CR 378-20)

NEW DATA: Fees for architectural services provided by HRC

NEW BUSINESS

15. AWARD OF BID: Department of Parks and Recreation, re: for utility work to prepare Ben Celani site for the proposed comfort station installation in 2023, from budgeted funds.
16. REQUEST TO APPROVE CITY OF LIVONIA AFSCME UNION LOCAL 192 CONTRACT AGREEMENT FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025: Civil Service Department, re: same.
17. REQUEST TO APPROVE ADJUSTMENTS IN SALARY AND BENEFITS FOR NON-REPRESENTED CITY OF LIVONIA EMPLOYEES FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025: Civil Service Department, re: same.
18. REQUEST TO APPROVE ADJUSTMENTS IN SALARY AND BENEFITS FOR NON-APPOINTED DEPARTMENT HEADS FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025: Civil Service Department, re: same.

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

NOTICE(S)

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs. Please call (734) 466-2236 or email clerk@livonia.gov if you need assistance. Council agendas are available on the City's website – www.livonia.gov - under Government, City Council, Agendas.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

1

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

2. REQUEST TO APPROVE FIRST OF TWO POTENTIAL TWO-YEAR EXTENSIONS OF CONTRACT FOR CARETAKING SERVICES IN THE HISTORICAL VILLAGE AT GREENMEAD: Department of Parks and Recreation, re: with independent contractor, Jeffrey Ronayne, for the period of December 1, 2022, through November 30, 2024. (CR 396-19)

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council.

Council Vice President Laura Toy asked if this was the person who lives on the site and the living allowance is his payment. Ted Davis confirmed.

Council Vice President Toy offered an approving motion for the Consent agenda.

Council President Jim Jolly noted that he has known Jeffrey Ronayne for many years and felt there wasn't a better person for this job.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Parks and Recreation October 24, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE FIRST OF TWO POTENTIAL TWO-YEAR EXTENSIONS OF CONTRACT FOR CARETAKING SERVICES IN THE HISTORICAL VILLAGE AT GREENMEAD: Department of Parks and Recreation, re: with independent contractor, Jeffrey Ronayne, for the period of December 1, 2022 through November 30, 2024. (CR 396-19)

BACKGROUND

The Department of Parks and Recreation requests the City Council approve the first of two potential two-year extensions for Jeffrey Ronayne, providing caretaker services for Greenmead Historical Park.

The initial agreement is from November 2019 and approved by Council Resolution 396-19.

RECOMMENDATION

Per the agreement and resolution, we request approval for the two-year term beginning December 1, 2022 through November 30, 2024.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022 Council Letter -11-6-19 Greenmead Caretaker's Contract
2. 2022 R120219 Greenmead Caretaker's Contract with Jeffrey Ronayne (02-01-20 to 11-30-22) CR 396-19

APPROVED BY

A handwritten signature in black ink, appearing to read "Ted Davis".

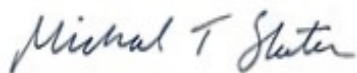
Date: October 21, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: October 24, 2022

Paul Bernier, City Attorney



Date: October 24, 2022

Michael Slater, Finance Director



Date: October 24, 2022

Maureen Miller Brosnan, Mayor

DEPARTMENT OF COMMUNITY RESOURCES

- Information Center
- City Commissions
- Senior Citizen Programs
- Youth Assistance
- Livonia Television
- Greenmead
- Livonia Community Transit



Dennis K. Wright
MAYOR

Linda McCann
DIRECTOR

(734) 466-2540
FAX: (734) 466-2190

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097

November 6, 2019

Honorable Members of City Council
City of Livonia

RE: Greenmead Caretaker's Contract

Dear Council Members:

Attached for your review and approval you will find the proposed Caretaker's Contract between the City of Livonia and Jeffrey Ronayne who is an Investigator in the Detective Bureau of the Livonia Police Department. You will also find a Letter of Understanding to be agreed to by Mr. Ronayne.

This contract permits the caretaker to live in the caretaker's home at Greenmead rent free with the understanding that he will, among other responsibilities:

Inspect buildings for signs of water drainage into basements

Verify that heating, cooling, lighting and alarm systems are properly functioning and report any problems to the Building Maintenance Department and

Check the building and grounds at Greenmead for illegal activity and report such activity to the Livonia Police Department.

Will maintain the caretaker's home in neat and clean repair.

Mr. Ronayne will supply the City will all insurance required by the City of Livonia and an \$800 security deposit, along with the Letter of Understanding. He will pay all utilities and cable and internet service at the Parsonage.

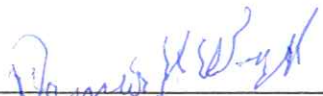
If you have any questions, please contact Linda McCann at X2534, or the Law Department.

Page 2
Caretaker's contract

Thank you for your consideration.

Sincerely,


Linda McCann, Director
Community Resources


Dennis Wright
Mayor

REVIEWED:


Mike Slater, Finance Director


Paul Bernier, City Attorney

cc: Mayor, City Clerk, City Council, Law, Finance, Greenmead, file

LETTER OF UNDERSTANDING

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

To Whom It May Concern:

With this letter, I acknowledge that my presence at the City of Livonia's Greenmead Historical Village ("Greenmead") is strictly voluntary, and has no relationship to my employment with the City of Livonia. None of the work I perform for the City as an Investigator with the Detective Bureau of Livonia Police Department will be performed at Greenmead, except as I may be directed by my supervisor during my ordinary 40-hour work week. I was not directed by my employer to serve in any capacity at Greenmead. I do not have any specific duties or work hours at Greenmead, and am free to come and go as I please. I recognize that if I am to be absent for a day or more, I am to contact the Director of Community Resources in order that someone else may be present on the premises. My presence is desirable strictly to prevent the sort of damage, deterioration, and vandalism which are generally associated with vacant properties.

Jeffrey Ronayne

Dated: _____

**CONTRACT FOR CARETAKING SERVICES
IN THE
HISTORICAL VILLAGE AT GREENMEAD
(20501 Newburgh Road, Livonia, Michigan)**

In consideration of the mutual covenants, promises, and agreements contained herein, the City of Livonia, a Michigan municipal corporation, hereinafter designated as the "City," and Jeffrey Ronayne, an individual acting as an independent contractor, hereinafter referred to as the "Contractor," do hereby agree as follows:

A. That for the consideration described in this Contract, the Contractor shall do all things necessary for and incidental to the following caretaking duties at Greenmead Historical Village, 20501 Newburgh Road, Livonia, Michigan (hereafter "Greenmead"):

1. To report acts of vandalism, destruction, theft or illegal entry to any of the buildings, personal property, trees, or shrubbery situated at Greenmead, particularly during evening hours, weekends and holidays.
2. To check each building at Greenmead for signs of vandalism, theft, destruction or illegal entry; to promptly notify the Livonia Police Department and Building Maintenance Supervisor of the Public Service Division of the City (hereafter, the "Building Maintenance Supervisor") of any such occurrence; and to avoid, at all times, any physical confrontation with unauthorized intruders on the premises.
3. To check the grounds of Greenmead, including but not limited to making sure all buildings are secured and locked.

4. To check all buildings for water drainage into basements and to verify that heating, cooling, electrical, night lighting and alarm systems are functioning properly, and to notify the Program Supervisor at Greenmead immediately of any problems needing his attention.
5. To maintain communication with the City's Historical Commission (hereafter the "Commission"), so that the Commission may be made aware of all occurrences at Greenmead. Contractor will attend those Commission meetings where Contractor's presence has been requested.
6. To maintain the interior of the Parsonage and to present a clean and neat appearance. The Contractor shall not be responsible for the normal maintenance, repairs, and/or replacement of the plumbing, heating, and electrical systems of the Parsonage, unless the repairs or replacement of any part of any system is necessitated due to the acts, omissions, or negligence on the part of the Contractor, Contractor's family, and/or friends or acquaintances visiting the Contractor or Contractor's family.
7. To be available for the opening of buildings for any events occurring at Greenmead during the Contractor's tenancy, upon at least two (2) months notice of such event by the City.

B. That in full consideration thereof, the City shall permit the Contractor to reside rent-free in the premises located at Greenmead known as the "Parsonage" for the term of this Contract. The Contractor shall provide the City with an \$800.00 security deposit.

C. That the term of this Contract shall begin February 1, 2020, and end November 30, 2022; provided, however, that a) the City may at its sole discretion terminate this Contract at any time upon thirty (30) days written notice to the Contractor; and b) this Contract shall be renewable for two (2) additional two-year terms upon the conditions set forth herein at the discretion of the Mayor of the City.

D. That this Contract shall be further subject to the following terms and conditions:

1. The Contractor shall use and occupy the Parsonage only for residential purposes as approved by the City.
2. There shall be no structural, cosmetic, or physical changes in the Parsonage without written approval of the City.
3. In the case of the Contractor's default in any of the covenant terms or conditions contained in this Contract, it shall be lawful for the City, its attorneys, agents, representatives, or assigns to enter into and repossess the Parsonage, and to remove and put out the Contractor and each and every occupant and their belongings.
4. The Contractor shall use and occupy the Parsonage only for the residential purposes as described herein and they shall not permit intoxicating liquors and/or controlled substances to be stored, consumed, sold, used or manufactured upon the premises. There shall be no outside storage of the personal property of the Contractor except as permitted by the City's Director of Community Resources.

5. The Contractor shall keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority.
6. The Contractor shall observe all reasonable regulations and requirements of underwriters concerning the use and condition of the premises tending to reduce fire hazards and insurance rates and not permit nor allow any unused vehicles, rubbish, waste material or products to accumulate on the premises.
7. The Contractor shall not assign this Contract nor sublet the Parsonage or any part thereof.
8. The Contractor shall keep the premises, including the equipment and fixtures of every kind and nature, during the term of this Contract in as good repair and at the expiration thereof yield and deliver up the same in like condition as when taken, reasonable wear thereof and damage by the elements excepted.
9. That in the event the Contractor remains in the Parsonage after this Contract is expired or terminated, no tenancy shall be created, and the City shall have the right to take whatever action is necessary to evict the Contractor and any other occupant from the Parsonage. The City shall also have the right to dispose of any and all belongings remaining in or around the Parsonage after fourteen days from the date of expiration or termination.
10. If the demised premises become wholly untenable through damage or destruction by fire or other casualty, this Contract shall be void; if partially

untenantable, the City may repair the same or, at its sole discretion, declare this Contract void and of no further force and effect.

11. The Contractor shall pay the cost of all utility services, including gas, electric, water, telephone, cable and internet service which shall be installed and maintained by the Contractor at said Parsonage.
12. The City agrees that the Contractor, upon rendering of the personal services at the time and in the manner aforesaid and the performing of all of the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid, subject, however, to the City's right to terminate this Contract at any time upon thirty (30) days written notice to the Contractor.
13. The City and its authorized agents, servants and employees shall have the right during the first week of March, the first week of October and at all other reasonable times during the term of this Contract and any renewal thereof to enter the demised premises for the purpose of inspecting the premises.
14. If, at any time during the term of this Contract, the Contractor abandons the Parsonage or any part thereof, the City may, at its option, enter the premises by any means without being liable for any prosecution therefor, and without becoming liable to the Contractor, his family or any other occupant for damages or for any payment of any kind whatsoever, and may, at its discretion, immediately terminate this Contract. If the City's right of termination is exercised following abandonment of the premises,

then the City may consider any personal property belonging to the Contractor or any other occupant and left on the premises to also have been abandoned, in which case the City may dispose of all such personal property in any manner the City shall deem proper and is hereby relieved of all liability for doing so.

15. The Contractor and immediate family shall allow no other person to reside at the Parsonage or anywhere else at Greenmead unless they first obtain written permission from the City's Director of Community Resources. The City shall retain the right to revoke this permission at any time upon written notice to the Contractor.
16. The Contractor may keep one pet on the premises, provided that the Contractor first obtains the permission of the City's Director of Community Resources, and provided the pet is properly licensed and proof of any required vaccinations is provided. The City shall retain the right to revoke this permission anytime upon written notice to the Contractor. A pet security deposit of \$250.00 will be required. Contractor must comply with the above pet policy.
17. The Contractor shall have the right to take vacations or otherwise be absent from the premises for periods of time; provided, however, that the Contractor shall notify the City's Director of Community Resources prior to any absence so that alternate arrangements can be made to ensure the Contractor's duties and responsibilities under this Contract are performed by someone else.

18. The covenants and conditions herein shall bind the heirs, representatives and assigns of the City and the Contractor. If applicable, any words or pronouns written in the masculine singular form shall be read as if written in the feminine and/or plural form.
19. The Contractor is responsible for all medical, hospitalization, disability and life insurance and the City shall not be liable for any injuries, accidents or illnesses of the Contractor.
20. The Contractor shall procure and maintain during the life of this Contract, Public Liability Insurance, or its equivalent, insuring the Contractor and the City against any and all claims, demands or actions arising out of or related to the residential activities and use of the Parsonage by the Contractor, and/or any other occupant. Such insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of each accident. The Contractor shall provide the City with a copy of the certificate of coverage of such insurance by the time this Contract is executed by the City. Any lapse or cancellation of any insurance coverage required by this paragraph shall be deemed a default of the Contractor under this Contract, as to which the City may exercise any or all of its remedies at law or under this Contract. The enumeration of this breach as an event of default is by way of example, only, and is not a limitation on the breaches of this Contract which may give rise to an exercise of said remedies.

21. The Contractor does hereby expressly stipulate and agree to release, discharge, indemnify and forever hold harmless the City of Livonia, its assigns, agents, servants and employees of and from all claims, demands, actions or causes of action now existing or which may hereafter exist by reason of any damage, loss or injury which heretofore has been or which may hereafter be sustained by any individual in consequence of the residential activities and use of the Parsonage by the Contractor and or any other occupant. This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequence thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or are unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.
22. The City shall be entitled to receive attorney fees and costs incurred in any lawsuit or claim arising out of or relating in any way to this Contract.
23. The Contractor shall not use, possess, or manufacture any substance which has been identified as a Schedule I narcotic by the Federal Controlled Substances Act ("CSA") as amended, regardless of any immunity that may be provided by the Michigan Medical Marihuana Act, as amended, or any other such statute, law, regulation, or ordinance.

24. City's nonenforcement of a provision of this Contract on one (1) or more occasions is not a continuing waiver of its right to enforce the provision, and its consent to an act of Contractor on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Contractor. No breach is waived by City unless waived in writing.
25. As stated above, this Contract does not create an employment relationship between the City and the Contractor. Rather, for purposes of this Contract, the Contractor is an independent contractor. If the Contractor is or becomes a City employee outside of the parameters of this Contract, Contractor acknowledges that he actively competed for the opportunity to serve as caretaker pursuant to this Contract and has entered into this Contract and continues to reside at the Parsonage voluntarily, subject to no coercion whatsoever.

Signed, sealed and delivered this _____ day of _____, 2015.

WITNESSES:

CITY OF LIVONIA, a Michigan municipal corporation

By: _____
Dennis Wright, Mayor

By: _____
Susan Nash, City Clerk

Contractor – Jeffrey Ronayne

24. City's nonenforcement of a provision of this Contract on one (1) or more occasions is not a continuing waiver of its right to enforce the provision, and its consent to an act of Contractor on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Contractor. No breach is waived by City unless waived in writing.
25. As stated above, this Contract does not create an employment relationship between the City and the Contractor. Rather, for purposes of this Contract, the Contractor is an independent contractor. If the Contractor is or becomes a City employee outside of the parameters of this Contract, Contractor acknowledges that he actively competed for the opportunity to serve as caretaker pursuant to this Contract and has entered into this Contract and continues to reside at the Parsonage voluntarily, subject to no coercion whatsoever.

Signed, sealed and delivered this _____ day of _____, 2015.

WITNESSES:

CITY OF LIVONIA, a Michigan municipal corporation

By: _____
Dennis Wright, Mayor

By: _____
Susan Nash, City Clerk

Contractor – Jeffrey Ronayne

APPROVED:

Linda McCann, Director
Community Resources

APPROVED AS TO FORM:



Department of Law

Pursuant to Council Resolution _____
adopted by the Livonia City Council at
its regular meeting held on _____

P:\Agreements\greenmead\caretaker contract 2015.doc
10-28-2015

Regular Meeting Minutes of December 2, 2019

A communication from the Director of Community Resources, dated November 20, 2019, re: attaching revised contract for caretaking services at the Historical Village at Greenmead, was received and placed on file for the information of the Council.

On a motion by McIntyre, supported by Bahr, and unanimously adopted, it was:

**MUNI-PROPERTY -
Greenmead**

Approval to select Jeffrey Ronayne to provide caretaker services in the Historical Village at Greenmead on an independent contractor basis for the period February 1, 2020 through November 30, 2022.

#396-19 RESOLVED, that having considered a communication from the Director of Community Resources, dated November 6, 2019, which bears the signature of the Finance Director and the City Attorney and is approved for submission by the Mayor, and a subsequent communication dated November 20, 2019, to which is attached a revised contract for caretaking services at the Historical Village at Greenmead between the City of Livonia and Jeffrey Ronayne, an independent contractor, for the period February 1, 2020 through November 30, 2022, with an option to renew for two (2) additional two-year terms at the discretion of City Council, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute this contract in the manner and form herein submitted, and to do all other things necessary or incidental to the full performance of this resolution.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of December 2, 2019)

Motion by: McIntyre

Seconded by: Bahr

ROLL CALL:

Ayes: Jolly, Kritzman, Bahr, McIntyre, Meakin and Toy

Nays: None

Absent: White

DECEMBER 2, 2019

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

2

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

3. REQUEST FOR AUTHORIZATION TO USE THE AMERICAN RESCUE PLAN ACT FUNDS: Department of Finance, re: for the provision of General Fund government services.

Mike Slater, Finance Director, presented the request to Council.

Councilmember Scott Bahr asked if the recommendation is to split the money between 418 and newly created 419 and the need for the new account. Mike Slater stated they are trying to fund a new Senior Center and creating a new account allows for better tracking on this project separately from other building projects.

Councilmember Scott Bahr offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Finance
October 19, 2022

MEETING DATE

S110222/R111422

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO USE THE AMERICAN RESCUE PLAN ACT FUNDS:
Department of Finance, re: for the provision of General Fund government services.

BACKGROUND

The City was awarded \$8,910,652 in ARPA funding. To date, \$413,537.92 has been expended on Hero Pay, leaving a balance of \$8,497,114.08. The final guidelines for the use of these funds only require that they be used for the "provision of government services".

We are recommending that these funds be applied towards government services provided in 2022. Concurrently, we recommend that the surplus this creates be transferred to a newly created Senior Center Construction Fund (419) and the Building Improvement Fund (418).

Taking these actions now will have several beneficial results:

1. Using the ARPA Funds towards FY 2022 government services will allow us to submit final reporting to the federal government and meet the spending deadlines included in the Act.
2. It avoids some of the onerous procurement provisions which would apply if the ARPA Funds were spent directly on a construction project.

RECOMMENDATION

1. Authorize the use of American Rescue Plan Act funds of \$8,497,114.08 for the provision of General Fund government services in accordance with SLFRF expenditure category 6.1.
2. Authorize the following budget adjustments:

General Fund		Increase	Decrease
101-000-528-025	American Rescue Plan Rev.	\$8,497,114	
101-265-995-419	Cont. to Senior Ctr. Const. Fund	\$4,000,000	

101-265-995-418	Cont. to Bldg. Impr. Fund	\$4,497,114
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Senior Center Const. Fund

419-000-683-101	Cont. from General Fund	\$4,000,000
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Bldg. Impr. Fund

418-000-683-101	Cont. from General Fund	\$4,497,114
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FISCAL CONSIDERATION

See above.

ATTACHMENTS

1. LTC S110222 American Rescue Plan funds

APPROVED BY



Michael Slater, Finance Director

Date: October 19, 2022



Maureen Miller Brosnan, Mayor

Date: October 21, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

3

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

4. AWARD OF CONTRACT: Department of Finance, re: for Workers' Compensation Insurance coverage for the period of December 1, 2022, to November 30, 2024, from budgeted funds.

Mike Slater, Finance Director, presented the request to Council.

Council Vice President Laura Toy offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Finance
October 13, 2022

MEETING DATE

S110222/R111422

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

AWARD OF CONTRACT: Department of Finance, re: for Workers' Compensation Insurance coverage for the period of December 1, 2022 to November 30, 2024, from budgeted funds.

BACKGROUND

The City's contract for the administration of workers' compensation claims and for excess insurance coverage will expire on November 30, 2022. With the assistance of the Marsh & McLennan Agency, quotes were solicited for these services for the period of December 1, 2022 to November 30, 2024. Results of the quotations are attached as Exhibit 1.

We recommend that City Council authorize the execution of a contract with The ASU Group, 2120 University Park Drive, Okemos, MI 48864 to provide the City claims administration services for a total premium of \$35,500 per year. The proposed renewal premium maintains the same premiums that we currently pay. ASU has provided excellent service over the past two years.

We also recommend that City Council authorize the execution of a contract with Midwest Employers Casualty Company, 14755 North Outer Forty Drive, Suite 300, Chesterfield, MO 63017, to provide excess insurance coverage when losses from any one claim reaches \$600,000, for a total estimated annual premium of \$180,163. The estimated premium is based on the quoted cost of \$ 0.3604 per \$100 payroll for excess insurance coverage. Midwest was the only provider willing to offer a self-insured retention of less than \$750,000 for Police and Fire claims.

The new excess insurance rates reflect a 4% increase over the current rate. Attached is Exhibit 2, which shows the history of the City's workers' compensation costs.

RECOMMENDATION

The Finance Department respectfully requests that City Council:

1. Authorize the execution of a contract with Midwest Employers Casualty Company, 14755 North Outer Forty Drive, Suite 300, Chesterfield, MO 63017, to provide excess insurance for a total estimated annual premium of \$180,163. The estimated premium is based on the quoted cost of \$ 0.3604 per \$100 payroll, for the period from December 1, 2022 to November 30, 2024.
2. Authorize the execution of a contract with The ASU Group, 2120 University Park Drive, Okemos, MI 48864 to provide the City claims administration services for a total premium of \$35,500 per year, for the period of December 1, 2022 to November 30, 2024.

Budgeted funds are available in account no. 101-264-956-100.

FISCAL CONSIDERATION

See above.

ATTACHMENTS

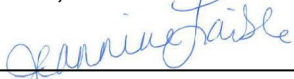
1. EXHIBIT 1 - WORKERS' COMPENASTION RENEWAL QUOTES 2022
2. EXHIBIT 2 - WORKERS' COMPENSATION EXCESS INSURANCE & CLAIMS HANDLING SERVICE HISTORY 10-14-2022 (1)

APPROVED BY



Date: October 14, 2022

Michael Slater, Finance Director



Jeannine Laible, Human Resources Director

Date: October 14, 2022



Date: October 19, 2022

Maureen Miller Brosnan, Mayor

City of Livonia					
Workers' Compensation Renewal Quotes					EXHIBIT 1
12-01-22 to 11-30-24					
	Expiring	Renewal #1	Renewal #2	Renewal #3	
<u>Excess Insurance</u>					
Excess Carrier	Midwest Employers	Midwest Employers	Midwest Employers	Safety National	
Term	24 Months	12 Months	24 Months	12 Months	
Policy Period	12-1-20/11-30-22	12-1-22/11-30-23	12-1-22/11-30-24	12-1-22/11-30-23	
Estimated Annual Payroll	\$47,122,834	\$49,989,654	\$49,989,654	\$49,989,654	
SIR	\$600,000	\$600,000	\$600,000	\$750,000	
Specific Limit	Statutory	Statutory	Statutory	Statutory	
Aggregate Limit	N/A	N/A	N/A	N/A	
Premium Rate per \$100	0.3464	0.3568	0.3604	0.4001	
Annual Premium	\$163,234	\$178,363	\$180,163	\$200,000	
Excess Rate Change	NA	3.0%	4.0%	15%	
Excess Premium Change	NA	\$15,129	\$16,929	\$36,766	
<u>Claims Administration</u>					
Provider	ASU Expiring	ASU Renewal			
Fixed Premiums					
Year One	\$35,500	\$35,500			
Year Two	<u>\$35,500</u>	<u>\$35,500</u>			
Total	\$71,000	\$71,000			
Claims Admin Change	NA	\$0			
% change	NA	0%			
Notes:					
We requested excess quotes from Benchmark and Safety National					
Safety National provided a verbal indication over \$200,000. They require a \$750K retention for police and fire.					
Benchmark is currently not writing police and fire					
Midwest originally wanted to increase their retention to \$750K for police and fire; however, after discussions with the underwriter and a review of your performance they maintained the \$600K SIR					
TPA Pricing includes \$5,000 of commission to MMA					
Combining TPA and Excess Pricing, the increase is 2%					

EXHIBIT 2

Workers Compensation Excess Insurance & Claims Handling Service History

Term	SIR	Excess Rate	Service Rate	Payroll	Term Cost	Average Annual Cost	Average Term Cost Per \$100 of payroll
2022-2024	\$600,000	0.3604	0.0710	\$99,979,308	\$431,326	\$215,663	\$0.4314
2020-2022	\$600,000	0.3464	0.0753	\$94,245,668	\$397,466	\$198,733	\$0.4217
2018-2020	\$600,000	0.3084	0.0879	\$87,093,578	\$345,146	\$172,573	\$0.3963
2016-2018	\$750,000	0.2959	0.0984	\$86,643,322	\$341,635	\$170,817	\$0.3943
2015-2016	\$750,000	0.2843	0.1075	\$41,611,495	\$164,293	\$164,293	\$0.3948
2014-2015	\$750,000	0.293	0.1033	\$42,056,261	\$155,387	\$155,387	\$0.3695
2013-2014	\$750,000	0.279	0.0939	\$41,670,834	\$155,387	\$155,387	\$0.3729
2012-2013	\$450,000/\$750,000	0.207051	0.087977	\$42,056,261	\$124,078	\$124,078	\$0.2950
2009-2012	\$350,000	0.1301661	0.087977	\$136,779,828	\$288,891	\$96,297	\$0.2112
2006-2009	\$200,000	0.1376	0.09985	\$124,261,230	\$295,058	\$98,352	\$0.2374
2000-2003	\$200,000	0.08	0.0985	\$112,393,068	\$200,844	\$66,948	\$0.1787
1998-1999	\$200,000	0.0662	0.085	\$70,745,988	\$106,968	\$53,484	\$0.1512
1996-1997	\$250,000	0.1	0.13	\$65,674,234	\$151,051	\$75,526	\$0.2300
1994-1995	\$300,000	0.292	0.16	\$60,992,336	\$275,685	\$137,843	\$0.4520
1993	\$300,000	0.295	0.152	\$29,110,825	\$130,125	\$130,125	\$0.4470
1991-1992	\$300,000	0.338	0.198	\$56,293,430	\$301,733	\$150,867	\$0.5360
1990	\$300,000	0.339	0.226	\$26,069,635	\$147,293	\$147,293	\$0.5650
1989	\$325,000	0.441	0.183	\$24,695,332	\$154,099	\$154,099	\$0.6240

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

4

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

5. REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2022: Department of Finance, re: same.

Mike Slater, Finance Director, presented the request to Council.

Councilmember Brandon McCullough offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Finance
October 17, 2022

MEETING DATE

S110222/R111422

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2022: Department of Finance, re: same.

BACKGROUND

We have reviewed the budget-to-actual comparison for fiscal year 2022 and identified areas where the results have been favorable, and funds could be reallocated for other purposes. A total budget of \$715,000 is proposed to be reallocated as described below.

1. Local Community Stabilization Authority (LCSA) Revenue - \$160,000 – As we have done the last several years, this revenue source was conservatively budgeted and actual revenue exceeds the adopted budget.
2. State Shared Revenue - \$1,280,000 – The budgeted amount was based on Michigan Department of Treasury estimates in the summer of 2021. Actual results exceeded the estimate as the economy recovered from COVID impacts more quickly than projected.
3. Court Fines and Forfeitures Revenue – (\$1,500,000) – Court activity is significantly reduced resulting in court revenue well below budgeted levels.
4. Telephone - \$25,000 – The installation of new fiber to remote locations has resulted in lower phone bills.
5. Labor Relations Contractual – \$35,000 – Settlement of the Police contract in the prior fiscal year resulted in less need for labor attorney services.
6. District court – \$300,000 – The District Court reduced staffing as a result of the lowered activity.
7. Police – \$300,000 – Costs for contractual services and prisoner housing came in lower than projected.
8. Inspection – \$40,000 – Document scanning project completed under budget.
9. Planning – \$75,000 – Unused funds for professional services.

The administration considered the following options in determining the best use for the General Fund additional resources:

1. Leave the additional resources in the General Fund, thus increasing the unassigned fund balance.
2. Transfer the additional resources to the Building Improvement Fund (418) to be used for future building projects.
3. Make an additional contribution to the VEBA to reduce the unfunded liability for retiree healthcare.

It is our recommendation that the City split the additional resources between Option 2 and Option 3. The following reasons are offered in support of this recommendation:

1. Per the November 30, 2021, audited financial statements, the net OPEB liability for retiree healthcare is \$66.1 million. This is the City's largest liability. In fact, it exceeds all other bonded indebtedness, which totals only \$36 million.
2. The City has numerous aging buildings that will require significant repairs or replacement in future years.

Setting aside resources in a separate fund will lessen the financial impact when these costs are eventually incurred. If City Council concurs with this recommendation, it is requested that City Council:

1. Authorize an additional contribution to the VEBA in the amount of \$357,500.
2. Authorize an additional contribution to the Building Improvement Capital Projects Fund (418) in the amount of \$357,500.
3. Authorize a budget amendment to the following accounts:

General Fund		Increase	Decrease
101-000-573-000	LCSA Rev	160,000	
101-000-574-000	State Shared Rev	1,280,000	
101-000-657-010	Court Fine Rev		1,500,000
101-261-853-000	Telephone Exp		25,000
101-271-813-000	Labor Relations Exp		35,000
101-286-702-000	District Court Exp		300,000
101-304-761-405	Prisoner Housing Exp		200,000
101-304-818-000	Police Contractual Exp		100,000
101-371-818-000	Inspection Contracted Exp		40,000
101-701-818-800	Planning Prof Serv Exp		75,000
101-265-995-418	Cont. to Bldg. Improv Fund	357,500	
101-265-995-737	Cont. to VEBA	357,500	

RECOMMENDATION

Based upon the information provided above, it is recommended that City Council authorize the proposed budget amendment.

FISCAL CONSIDERATION

See the explanation above.

ATTACHMENTS

None

APPROVED BY



Date: October 18, 2022

Michael Slater, Finance Director



Date: October 21, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

5

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

6. REQUEST TO RENEW THE CITY’S LIABILITY AND PROPERTY INSURANCE COVERAGE: Department of Finance, re: with the Michigan Municipal Risk Management Authority (MMRMA) for the period from December 1, 2022, to November 30, 2024.

Mike Slater, Finance Director, presented the request to Council.

Councilmember Scott Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Finance
October 20, 2022

MEETING DATE

S110222/R111422

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST TO RENEW THE CITY'S LIABILITY AND PROPERTY INSURANCE COVERAGE:

Department of Finance, re: with the Michigan Municipal Risk Management Authority (MMRMA) for the period from December 1, 2022 to November 30, 2024.

BACKGROUND

On October 18, 2022, Finance received a proposal from Michigan Municipal Risk Management Authority ("MMRMA") for renewal of the City's liability and property insurance coverage. The City's current policy with MMRMA is due to expire on November 30, 2022.

As explained below, the City is entitled to receive a net asset distribution of \$1,033,209 upon renewal, which offsets much of the premium cost of \$1,404,758.

Summary of Proposal

Presented below is the proposed renewal option from MMRMA:

CURRENT		
DESCRIPTION	POLICY	RENEWAL
Term	2 years	2 years
SIR per occurrence	\$250,000	\$250,000
Premiums	\$1,313,086	\$1,404,758 (First Year)*
Incr over Current Policy		7.0%

* The Price for the second year will be calculated based on the change in reinsurance rates the MMRMA incurs in 2023. The increase will not exceed eight percent (8%)

A history of MMRMA insurance expenses is attached as **Exhibit 1**.

Coverages

Liability - The City continues to be covered for up to \$15 million per occurrence, after payment of a

Self-Insured Retention ("SIR").

Property - Real and personal property are covered for replacement value. The MMRMA has a \$1,000 deductible per occurrence.

Vehicle Physical Damage - The MMRMA covers up to \$1,500,000 per occurrence, after a \$1,000 deductible per loss and a SIR of \$15,000 per vehicle and \$30,000 per occurrence. Vehicles are covered only at current value. However, MMRMA does cover fire vehicles at replacement value.

Sewer System Overflows - The MMRMA policy provides coverage for sewer backups with a limit of \$500,000 per occurrence and in aggregate. This coverage is not available in the commercial market.

Excess Net Assets

In June, 2006, the MMRMA Board of Directors adopted a Net Asset Policy.

Livonia has received distributions under this program in the following amounts:

2006	\$ 102,355	2015	\$ 1,332,933
2007	120,628	2016	907,043
2008	473,766	2017	693,512
2010	308,960	2018	810,939
2011	555,773	2019	802,574
2012	1,293,468	2020	958,035
2013	686,650	2021	660,520
2014	1,083,037	2022	1,033,209
		Total	\$ 11,823,402

The goal of the policy is for MMRMA to maintain an appropriate level of net assets comparable to high-quality insurance companies enjoying an A.M. Best rating of "A" or higher. The MMRMA Board will then determine annually whether to distribute assets in excess of this level back to member communities.

Only current MMRMA members are eligible to receive a distribution. If Livonia leaves the MMRMA, we will not get the 2022 distribution nor any future distributions.

Benefits of MMRMA

1. Services provided by MMRMA, such as Risk Control and Claims Administration functions, would require additional City personnel if the city becomes independently self-insured.
2. **If Livonia does not renew the policy with MMRMA, we will not be eligible to receive the \$1,033,209 excess net asset distribution earned in 2022, and will not receive future net asset distributions.**
3. Unlike the commercial insurance market, MMRMA has provided expanded coverage for

- terrorism, data breach, sewer back-up, eminent domain, and inverse condemnation.
4. MMRMA allows the City to participate in the decision process for settlements, which would be much more limited in the commercial market.
 5. The MMRMA is a good example of local units of government sharing services as encouraged by the State of Michigan.

RECOMMENDATION

Based upon the information provided above, it is recommended that City Council authorize the execution of an agreement with the Michigan Municipal Risk Management Authority, 14001 Merriman Road, Livonia, Michigan 48154, for the period from December 1, 2022 to November 30, 2023, for a total premium of \$1,404,758 and for the period of December 1, 2023 to November 30, 2024, with a premium increase to be based upon reinsurance increases incurred by MMRMA in 2023, not to exceed eight percent.

FISCAL CONSIDERATION

Estimated annual premium of \$1,404,758, to be partially reimbursed from net asset distributions. Funds are budgeted in the Liability Insurance account no. 101-263-961100.

ATTACHMENTS

1. MMRMA Renewal 2022 Exhibit 1

APPROVED BY



Michael Slater, Finance Director

Date: October 21, 2022



Maureen Miller Brosnan, Mayor

Date: October 21, 2022

CITY OF LIVONIA
HISTORY OF MMRMA INSURANCE EXPENSE
FOR THE PERIOD DECEMBER 1, 1990 TO SEPTEMBER 30, 2022

EXHIBIT 1

FISCAL YEAR END NOV 30	INSURANCE & ADMINISTRATION PREMIUMS	NET ASSET DISTRIBUTION	STOP LOSS PREMIUM	TOTAL NET PREMIUMS	% INC (DECR)	PAYMENT FOR CLAIMS & RESERVES	TOTAL COST	% INC (DECR)
1991	\$720,222		\$31,574	\$751,796		\$433,107	\$1,184,903	
1992	713,456		33,917	747,373	-1%	454,909	1,202,282	1%
1993	720,753		34,320	755,073	1%	870,119	1,625,192	35%
1994	739,401		34,932	774,333	3%	466,965	1,241,298	-24%
1995	801,501		49,323	850,824	10%	549,552	1,400,376	13%
1996	862,163		53,056	915,219	8%	739,641	1,654,860	18%
1997	918,698		56,535	975,233	7%	404,252	1,379,485	-17%
1998	925,000		56,954	981,954	1%	394,299	1,376,253	0%
1999	1,016,314		62,542	1,078,856	10%	410,265	1,489,121	8%
2000	1,117,152		68,748	1,185,900	10%	262,957	1,448,857	-3%
2001	910,000		N/A	910,000	-23%	228,059	1,138,059	-21%
2002	910,000		N/A	910,000	0%	634,570	1,544,570	36%
2003	910,000		N/A	910,000	0%	130,493	1,040,493	-33%
2004	1,008,077		N/A	1,008,077	11%	487,739	1,495,816	44%
2005	1,081,350		N/A	1,081,350	7%	268,126	1,349,476	-10%
2006	1,157,222		N/A	1,157,222	7%	684,839	1,842,061	37%
2007	1,188,885	(102,355)	N/A	1,086,530	-6%	1,082,091	2,168,621	18%
2008	1,214,073	(120,628)	N/A	1,093,445	1%	330,992	1,424,437	-34%
2009	1,260,380	(473,766)	N/A	786,614	-28%	196,674	983,288	-31%
2010	1,240,613	0	N/A	1,240,613	58%	286,239	1,526,852	55%
2011	1,209,312	(308,960)	N/A	900,352	-27%	660,069	1,560,421	2%
2012	1,075,964	(555,773)	N/A	520,191	-42%	420,728	940,919	-40%
2013	1,025,956	(1,293,468)	N/A	(267,512)	-151%	605,759	338,247	-64%
2014	989,703	(686,650)	N/A	303,053	213%	80,413	383,466	13%
2015	1,094,535	(1,083,037)	N/A	11,498	-96%	279,505	291,003	-24%
2016	1,101,537	(1,332,933)	N/A	(231,396)	-2112%	587,625	356,229	22%
2017	1,128,312	(907,043)	N/A	221,269	196%	260,636	481,905	35%
2018	1,179,664	(693,512)	N/A	486,152	120%	168,518	654,670	36%
2019	1,226,486	(810,939)	N/A	415,547	-15%	291,794	707,341	8%
2020	1,210,545	(802,574)	N/A	407,971	-2%	156,426	564,397	-20%
2021	1,207,166	(958,035)	N/A	249,131	-39%	202,902	452,033	-20%
2022	1,313,086	(660,520)	N/A	652,566	162%	313,401	965,967	114%
2023	1,404,758	(1,033,209)	N/A	371,549	-43%	N/A	N/A	N/A
TOTAL	\$34,582,284	(\$11,823,402)	\$481,901	\$23,240,783		\$13,343,664	\$36,212,898	

20-Oct-22

O:\Insurance\MMRMA\Renewal - 2022\INSCOST - 2022.xlsx]Sheet1

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

6

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

7. REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT BETWEEN SMART AND THE CITY OF LIVONIA: Livonia Housing Commission, re: for the Municipal Credit Contract for the period July 1, 2022, to June 30, 2023, with all Credits to be used for the Livonia Community Transit Program.

Felicia Cross, Livonia Transit Program, presented the request to Council.

Councilmember Scott Bahr offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Community Resources
October 14, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Felicia Cross, Program Supervisor,

AGENDA ITEM

REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT BETWEEN SMART AND THE CITY OF LIVONIA: Livonia Housing Commission, re: for the Municipal Credit Contract for the period July 1, 2022 to June 30, 2023, with all Credits to be used for the Livonia Community Transit Program.

BACKGROUND

The Livonia Community Transit program has received Municipal and Community Credits from the Suburban Mobility Authority for Regional Transportation (SMART) in the amount of \$95,342.00. For 2023, the amount will decrease to \$89,424. This resource will be used to support the operating needs of the Livonia Community Transit program.

RECOMMENDATION

Authorized the Mayor and the City Clerk to execute the funding agreement between the City of Livonia and the Suburban Mobility Authority for Regional Transportation (SMART) for FY 2023 so that the Livonia Community Transit program can receive Municipal Credits and to do all the things necessary or incidental to the full performance of this resolution.

FISCAL CONSIDERATION

Funds to be deposited to Livonia Community Transit account 288-000-582-000

ATTACHMENTS

1. LTC S110222 MCCC Agreement
2. FY 23 MCCC Annual Agreement

APPROVED BY

Handwritten signature of Brandie Isaacson in black ink.

Brandie Isaacson, Director of Housing

Date: October 24, 2022

Handwritten signature of Michael Slater in black ink.

Michael Slater, Finance Director

Date: October 14, 2022

Mike Fisher, Chief Assistant City Attorney

Date: October 20, 2022

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The signature is written in a cursive, flowing style.

Maureen Miller Brosnan, Mayor

Date: October 19, 2022

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2023

I, _____, as the _____ of City of Livonia (hereinafter, the “Community”) hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July1, 2022 through June 30, 2023 (Section 1 below), and **Community Credits** available for the period July 1, 2022 to June 30, 2023 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$89,424** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$89,424

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State’s approved budget. In the event that revenue actually received is insufficient to support the Legislature’s appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2025; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$0 in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor

At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$0

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2023, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2026; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF LIVONIA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature page cont.

CITY OF LIVONIA

Signature

Printed Name

Title

Date

CITY OF LIVONIA

Signature

Printed Name

Title

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Livonia Community Transit (LCT) serves senior and disabled residents of Livonia by providing transportation between any two points within the city of Livonia. Reservations are strongly recommended. Riders must have exact fare or a bus ticket.

Vehicles are a combination of small buses and vans. In addition to our senior and disabled service, LCT has partnered with the transportation department at the V.A. Hospital in Ann Arbor to help connect Livonia veterans in getting to their appointments.

There is also shuttle service from SMART and D-DOT bus lines.

Service Area (Provide geographic boundaries):

City of Livonia. Buses will go within one-mile outside the city limits for medical appointments only

Service Times (Provide days and hours of service):

Monday - Friday, 7:00 a.m. to 6:30 p.m. Saturday 8:00 a.m. to 2:30 p.m.

Eligible User Groups (Users eligible to use the service):

Residents of Livonia who are 60 years and older, disabled or veterans

Fare Structure: (Cost to use service)

\$2.00 per ride, \$4.00 round trip

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

Vehicles are a combination of 13-passenger buses and 7-passenger vans. All vehicles are wheelchair equipped.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Livonia

Contract Period: July 1, 2022 through June 30, 2023

Account Number: 48140

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds) \$200,370

Driver Wages 529,524

Fringe Benefits 6,969

Gasoline & Lubricants 219,000

Vehicle Insurance 60,000

Parts, Maintenance Supplies incl w/ gasoline & lub

Mechanic Wages incl w/ gasoline & lub

Fringe Benefits 2,557

Dispatch Wages 113,318

Other (Specify) 21,460

Sub-Total (Operating Expenses) 1,153,198

PURCHASED SERVICE:

Taxi Service 0

Charter Service 0

SMART Bus Tickets 0

SMART Shuttle Service 0

SMART Dial-A-Ride 0

Other (Specify) 0

Sub-Total (Purchased Service) 0

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment 0

Software 0

Vehicle 0

Maintenance Equipment 0

Other (Specify) 0

Sub-Total (Capital Equipment) 0

TOTAL EXPENSES Operating
Expenses, Purchased Service, and
Capital Equipment:

1,153,198

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$89,424
Community Credit Funds	\$0
Specialized Services Funds	22,103
CARES Funds	0
General Funds	1,004,671
Farebox Revenue	37,000
In-Kind Service	0
Special Fares (Contracted Service)	0
Other (Specify)	0

<u>TOTAL REVENUE:</u>	<u>1,153,198</u>
------------------------------	------------------

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

7

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

9. REQUEST FOR AUTHORIZATION TO PURCHASE ONE FREIGHTLINER SINGLE AXLE TRUCK UPFITTED AS A SWAP LOADER WITH ATTACHMENTS THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT (RFP-RH 20-023): Public Works Division, re: for use by the Water Department, from budgeted funds.

Don Rohraff, Superintendent of Public Works, presented the request to Council.

Council Vice President Laura Toy offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

October 11, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE FREIGHTLINER SINGLE AXLE TRUCK UPFITTED AS A SWAP LOADER WITH ATTACHMENTS THROUGH THE ROCHESTER HILLS CO-OP AWARD AGREEMENT (RFP-RH 20-023): Public Works Division, re: for use by the Water Department (Veh #450), from budgeted funds.

BACKGROUND

Recommendation to purchase and upfit through the Rochester Hills Co-Op Award Agreement (RFP-RH 20-023): without competitive bidding inasmuch as the same is being purchased through the Rochester Hills Co-Op Award Agreement (RFP-RH-20-023); and such action is taken in accordance with the provisions set forth in Section 3.04.140.D.4 of the Livonia Code of Ordinances,

The cost for One 2023 Freightliner Single Axle RDS Dump Truck Model 108SD (#450) including upfitting:

Cost	\$ 98,201.00 (speculative)
Upfitting	<u>\$ 130,615.00</u>
Total:	\$ 228,816.00

RECOMMENDATION

That having considered the report and recommendation of the Director of Public Works, dated August 31, 2022, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby authorize the purchase of one (1) 2023 Freightliner single axle dump truck, in an amount not to exceed \$98,201.00, from Wolverine Freightliner, 107 S. Groesbeck, Mt. Clemens, Michigan 48043; and the outfitting of said vehicle by Truck and Trailer Specialties, 900 Grand Oaks Dr., Howell, Michigan 48843, at a cost of \$130,615.00, for a total amount not to exceed \$228,816.00, to be utilized by the Water Department (Id# 450) and to replace a comparable vehicle which has outlived its life expectancy; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$228,816.00 from budgeted funds in Account No: 592-148-000 for this purpose; FURTHER, the Council does hereby determine to authorize the said purchase without competitive bidding inasmuch as the same is being purchased through the Rochester Hills Co-Op Award Agreement (RFP-RH-20-023); and such action is taken in accordance with the provisions set forth in Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize the disposal of the replaced vehicle at public auction hosted by the Michigan Inter-governmental Trade Network (MITN) or commercial auction after receipt of the new vehicle.

FISCAL CONSIDERATION

Authorize an expenditure in an amount not to exceed \$228,816.00 from budgeted funds in Account No: 592-148-000 for this purpose;

ATTACHMENTS

1. Truck 450 - Fleet Recommendation
2. Truck 450 - Truck & Trailer Quote
3. Truck 450 - Wolverine Quote

APPROVED BY



Don Rohraff, Director of Public Works

Date: October 12, 2022



Michael Slater, Finance Director

Date: October 12, 2022



Maureen Miller Brosnan, Mayor

Date: October 19, 2022

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2704
FAX: (734)-466-2662

September 26, 2022

Purchase of a 2023 Freightliner Single Axle Truck Upfitted as a Swap Loader with attachments for use by the Water Department. The City Identification number will be #450.

I am recommending that we purchase a 2023 Freightliner truck model 108SD from Wolverine Freightliner, 107 S. Groesbeck, Mt. Clemens, Michigan 48043. This truck will be purchased through the Rochester Hills Co-op Award Agreement reference number RFP-RH-20-023.

Use of this Co-op meets our financial ordinance bidding requirement and allows us to get the group buying discounts. The best speculative cost for this cab and chassis is currently \$98,201.00.

I am also recommending that we use Truck & Trailer Specialties, 900 Grand Oaks Drive, Howell Michigan, 48843 as our upfitter to build this truck to be used as a Swap Loader, along with the attachments. The attachments will include a Dump Body and a 10' Flatbed. This upfitting provides year-round versatility.

Truck & Trailer has been awarded the City of Rochester Hills Co-op agreement RFP-RH-20-023. This also meets our required bidding process. The completed cost for the upfitting with the attachments will be \$130,615.00.

The total cost for this truck will be \$228,816.00. These funds will come from approved budgeted funds in account 592-559-148-000.

If you have any questions, or require additional information, I can be reached at ext. 2641.

Gary T. Garrison
Fleet Manager

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

September 24, 2022

City of Livonia
13405 Surrey Street, Livonia, MI 48150
Gary Garrison, ph: (734) 564-6592 & Buzz Kirby, ph: (734) 564-6594
HQ0003049

Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Install SwapLoader Hooklift hoist model #SL-2418 including the following:

24,000 pounds dumping capacity and a minimum lifting capacity of 18,000 pounds with gross weight evenly distributed in and/or on container/body
Hooklift shall be able to handle skid-mounted containers/bodies with lengths of 10 through 13 feet
Hooklift shall have a minimum of 57 degree dump angle, on a 41" truck frame height chassis.
Skid-mounted containers/bodies shall be supported with a pair of 6 1/4" minimum diameter outside flanged rollers at the rear of the hoist, and be adjustable to accommodate bodies/containers with outside subframe rail widths of 40-1/2" or 41-5/8"

Hooklift operation:

The lift shall adjust weight distribution of the container/body horizontally on the chassis while remaining in the body locks and without lifting the container/body rails off the hoist frame
Hooklift has a dual rear pivot section incorporated into the hoist design to allow for both a true dump truck operation, with the container/body secured to the hooklift via body locks during the entire dump cycle, and increased mounting leverage at the beginning of the container lift cycle.
Hooklift jib to reach rearward to the A-frame lifting bar by means of double articulating hinge points (dual rear pivot) incorporated into the hoist mechanism
All lift sections shall lock into a common rigid full-length frame to support the body/container when in a dump mode. This must be accomplished by mechanical operated latches, which lock the mast.
It has a jib lockout valve to prevent jib operation while in dump mode.

Hydraulic cylinders:

Dump/lift cylinders are double acting, twin cylinders, sized for the unit capacity with dual integral counterbalance valves. Dump/lift cylinders are 5.5" bore, 2.5" rod diameter and 39" stroke.
Telescopic jib cylinder shall be double acting, single cylinder, sized for unit capacity with a single counterbalance valve. Jib cylinder to be a 4" bore, 2" rod diameter and 24" stroke.
Hydraulic operating pressure will not to exceed 2800 PSI

Mainframe design:

The mainframe of the hoist is constructed of a "Z" rail configuration
The "Z" rail mainframe is a maximum of 8.5" in height and constructed of 1/4" thick A572 50 KSI steel
Hoist "Z" frame rails to include 6 (or 3 per side) 11-3/4" x 2-3/4" x 1/2" Nylatron wear pads for container/body support.
The Nylatron pad will allow the containers/bodies to slide back and forth horizontally on the "Z" rail of the hoist with ease

Jib hook design:

Vertical Jib is constructed of a 8" x 8" x 3/8" wall square tube of A500 46 KSI steel
Jib hook is permanently welded to jib height and is 54" from the bottom of the container/body subframe rails to the bottom of the A-frame lift bar

Pins:

All hooklift pins are constructed of high-strength CFR steel bar

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All pinned connections are greaseable to both lubricate the joint and flush out all contaminants

Body locks:

Hooklift has passive integral slide through body locks to secure the container/body latch plates to the hooklift in dump and transport positions; to accommodate different length bodies and to allow for weight distribution changes while remaining in body locks when in the transport or in dump cycle

Hooklift warranty:

The complete mechanism, including hydraulics, will be factory warranted free of defects in material and workmanship for a period of forty-eight (48) months on parts, and twelve (12) months on labor from the date of installation

Origin of Manufacture:

Hooklift is engineered, manufactured, and assembled in the U.S.A.

Install Central Hydraulic System including the following:

Rexroth A10VO85 front-mounted load-sensing piston pump

Spicer driveline with companion flange for easy removal

12-volt auto shutdown block

Low-oil shutdown valve and override circuit switch in-cab

Install Monroe Combo Hydraulic Oil/Valve Enclosure including the following:

7-gauge type 201 stainless steel construction

Valve enclosure will be installed on the driver's side of the combo tank with a lockable

"T" handle latch (measuring 18" wide and behind cab)

38-gallon oil capacity, filled with 35-gallon AW32 hydraulic oil

5 PSI pressurized tank cap on hydraulic tank

3" supply port on hydraulic tank with 3" x 2" suction strainer

2" ball valve shut-off for supply line to the hydraulic pump & ¾" case drain shut-off

Tank-mounted return line oil filter

Ball valve shut-offs on both fuel supply and return lines

Low-oil sensor mounted in the top of the tank

Install stainless steel step mounted on the end of the tank mounting bracket assembly

Install Rexroth 5m4-12 closed-center air control hydraulic valve with the following sections:

4-way motor-spoiled air section for Hoist

4-way cylinder-spoiled air section for Jib

3-way air section for Front Plow with LS relief

4-way air section for Scraper with LS relief for down pressure

4-way air section for Scraper swing with LS relief

Above valves within above frame-mounted stainless steel combo tank enclosure

Apsco air-type single axis levers for a total of 5 levers in position (L-R) from driver:

#1 Scraper up/down

#2 Scraper left/right

#3 Front Plow up/down

#4 Hoist up/down with safety detent

#5 Jib in/out

All necessary hoses and fittings

Additional set of stainless steel couplers for backup (loose, 4 couplers per truck)

Install Monroe 29" Husting Truck-Portion Hitch including the following:

12" C-channel front bumper with tapered ends

3" DA lift cylinder with Socatri rod

Bumper cut-outs with installed front tow hooks on frame rails

Shall include hitch roller assembly plates

All necessary supports and braces

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Install Mounting for future Monroe 10' Underbody Scraper including the following:

Mounting hardware

¾" solid hanger plates/legs

Cap valves valve sections off for scraper up/dn and scraper swing

Install Custom Lighting & Electrical including the following:

Wired-Rite switch box with the following switches:

Off/on switch labeled "front flashers"

Off/on switch labeled "rear flashers" (this switch feeds power to the next switch)

Off/on switch labeled "rear flashers 2" for green LED flashers

Off/on switch labeled "attachment flashers"

Off/on switch labeled "rear work lights"

Off/on switch labeled "air puffers"

Off/on switch labeled "blade light"

Off/on switch with guard labeled "tailgate open/close"

Momentary on/off/momentary on labeled "tarp open/close"

On/momentary off, labeled "low oil override" (includes low oil shutdown)

Off/momentary off switch labeled "box vibrator"

Heads-up Display indicator lights for the following:

low-oil, pump shut down, body-up light & tailgate open

Two (2) Maxxima heated LED truck lights (mo. MHLE-07HILO-MH)

Two (2) Heated LED plow lights with aluminum brackets (mo. 9060)

One (1) SoundOff Pinnacle (mo. EPL7PDPC) amber/green mini lightbar on exhaust-mounted bracket

Two (2) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted in chassis grille

Two (2) Maxxima LED scraper work lights mounted above scraper, one each side

LED body marker lights

Ground wire for lights will be routed to firewall and connect to a protected independent ground point

Proximity switch for hoist body-up light

Label and supply scraper inputs in cab console

Betts junction box

ECCO smart backup alarm with variable decibel control (mo. EC-SA901)

An electrical plug for attachment lighting shall be located behind the cab and at the rear of the chassis for attachment hook up

Air controls for air trip tailgate shall be located at the rear of the chassis just behind fenders

The tarp system controls shall be wired to the rear of the chassis just behind the fenders and shall include a two-terminal electrical plug

Install Frame-mounted (3) hole 6" oval stainless steel light bars at chassis rear including the following:

Maxxima (mo. M63348R-MH) heated LED STT lights, SoundOff LED Back-up lights & SoundOff LED nForce (mo. ENFSLSRV12) amber/green flashers

Two (2) Maxxima LED work lights rear-facing on lightbars, one each side

Mounted aft of rear tires/fender both sides of chassis

Install Pro-Vision IA-TV-220 Camera Light System (without wash system) including the following:

Infrared camera and 5" LCD screen

Install puffer lens cleaner for camera with switch in-cab

Mounted on rear lightbar

Install Rear ¾" Steel Hitch Plate with side supports including the following:

PH20 Pintle hook – 20-ton rated set at multiple heights from ground, 18" setting

D-rings for safety chains

Tow hooks mounted at the rear

Electronic brake controller

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7-way round pin electrical connector

- Install** Rear bumper extension with receiver tubes outside of hitch plate for future job box
- Install** License Plate bracket and light under driverside lightbar at rear
- Install** Shrader Valve under driverside door, with ball-cock at tank
- Install** TigerTough Seat Covers only: driver w/armrests, passenger seat no armrests (mos. 112100A & 112105A)
- Install** Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B-MIN / 10002265)
- Install** Livonia Truck # welded onto all removable components: Plow & Attachments
- Install** ProTech stainless steel fenders for single axle chassis including the following:
 - Fenders shall be constructed of 14-gauge minimum 304 or 403 polished stainless steel
 - Stainless steel mounting brackets at the front and at the rear
 - Mudflaps mounted at the rear of the fenders
- Paint** All frame attachments, hoist, front hitch and rear hitch assembly Black
- All stainless steel material non-painted

Above chassis-installed equipment, non-stainless steel painted pricing: \$78,455.00 ea.

HQO003050

Base Attachment #1 Dump Body

- Install** Skid-mounted 11' Crysteel Select Dump Body including the following:
 - 53-7/8" hook and skid assembly
 - 132" length, 84" inside width, 96" outside width
 - 60" front height, 26" side height, 36" rear height
 - Single panel, pressed-in horizontal side braces
 - 7-gauge 201 stainless steel front, sides and rear pillars
 - ¼" AR450 steel floor with 8" floor-to-side radius
 - 14" wide rear pillar
 - Air-operated tailgate with Velvac air controller
 - Single-acting "pancake-style" air cylinder for air tailgate with stainless steel coupler mounted at rear
 - 6-panel tailgate design constructed of 7-gauge 201 stainless steel
 - Tailgate finger latches and pivot plate are stainless steel construction
 - 9" cabshield constructed of 10-gauge stainless steel
 - Install 10" hardwood side boards
 - Install Cougar model 3200 DC box vibrator
 - Install two (2) weld-on grab handles at base of tailgate (10" wide, 2-3" standoff)
 - Install Livonia-style branch deflector on cabshield, passenger-side, constructed of stainless steel
 - Install turnbuckles in tailgate
 - Install side-mounted step, front corner of body, driver-side and grab handle above on cabshield
 - Install one (1) shovel spring-paddle holders on curbside of dump
 - Two (2) SoundOff LED mPower (mo. EMPC2SMS4) amber/green flashers, one on each side of cabshield
 - 2-hole tapered stainless steel light wedge boxes mounted on rear pillar posts:
 - Two (2) SoundOff LED nForce (mo. ENFSLSRV12) amber/green flashers
 - Two (2) Maxxima (mo. M63348R-MH) heated LED STT lights
 - LED body marker lights
 - Install Betts junction box at the rear of the body
 - Wire to plug assembly at the rear of the dump body light and tarp disconnect
- Install** Roll-Rite model 63000 Electric Tarp System including the following:
 - Electrical disconnect kit mounted behind cabshield
 - Includes aluminum tarp and tension bows
 - Wire to plug assembly at the rear of the dump body with plug

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Mesh-type tarp cover included

Install SwapLoader skid assembly for model SL-2418 including the following:

Front A-frame and longills for body mounting, A-frame lift bar set at 54"
Skid with rear heavy-duty roller drums, mild steel construction

Paint Dump underbody and attaching hardware painted Black

SwapLoader skid and roller drums painted Black

Base Attachment #1 installed pricing: \$35,560.00 ea.

HQ0003053

Base Attachment #3 Flatbed Body

Install Skid-mounted 10' Flatbed Stake Rack Body with Beavertail including the following:

Flatbed deck is 10' long plus 18" beavertail; 11' 6" total length
96" wide deck (101" OD) includes a heavy-duty 1/4" treadplate deck
Stake pockets with a 2-1/2" x 3/8" tie rail
54" high front bulkhead with knee braces
Windows built into bulkhead with expanded metal screens
Body is painted Gloss Black

Install SwapLoader skid assembly for model SL-2418 including the following:

Front A-frame and longills for body mounting, A-frame lift bar set at 54"
Skid with four (4) rear heavy-duty roller drums, mild steel construction, built into beavertail
Rollers will be mounted at the rear of the beavertail

Base Attachment #3 installed pricing: \$16,600.00 ea.

Chassis requirements to be confirmed at time of order:

Freightliner 108 SD
CA: TBD/116" for spring-ride rear suspension
Highest ground clearance
Delete OEM front bumper
Front frame extension
Front of engine PTO
Stationary grille
Air tanks mounted between the frame rails
Back of cab exhaust
Plow light/Headlight switch and related OEM wiring
Electric disconnect switch
Trailer pre-wiring to the rear for electric trailer brakes
Low-profile 50-gallon fuel tank mounted under the driver's door

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 30 days.

FOB: City of Livonia

Delivery: 360-420 days ARO, depending on chassis arrival

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

9/1/2022

City of Livonia
RE: RH Co-Op Chassis Pricing

Attn: Mr. Gary Garrison

The following is 2024 Speculative Freightliner chassis pricing information per your request. Pricing and conditions are per the Rochester Hills Co-op RFP-RH-20-023 agreement. Actual price is subject to change once we receive formal pricing for 2024 MY. This pricing is for budget and forecast purposes.

Single Axle 41,000 GVW Swap Loader

Chassis Model: 108SD

Base Chassis Price 2021 MY: \$84,993

2022 Model Year escalator.....	\$ 900 add
2023 Model Year escalator	\$ 1,000 add
2023 Surcharge	\$ 2,900 add
2024 Speculative increase	\$ 5,250 add
Air Cleaner Pre-cleaner.....	\$ 323 add
Block Heater.....	No Charge
18k front axle & suspension, w/ dual steering gear..	\$ 1,166 add
Power Steering Cooler.....	\$ 120 add
Davco 245 Fuel/Water Seperator	\$ 206 add
Pre-wire Brake Controller.....	No Charge
Locking Differential.....	\$ 530
Spare tires & wheels (315) front, 11R rear	\$ 1,382 add
Driver's seat 3 chamber upgrade	\$ 134 add
Fender extenders	No Charge
Power Windows/doors	\$ 219 add
Complete Set Filters.....	\$ 420 add
Delete Hood Hatches.....	\$ 361 Deduct
30k Rear Spring suspension.....	\$ 1,259 Deduct
Cooling System Coverage 5yr/100k	\$ 278 add

TOTAL: \$ 98,201 each

Steven Sexton
Municipal Sales Manager
Wolverine Truck Group

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

8

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

10. REQUEST FOR AUTHORIZATION TO PURCHASE ONE TRAIL BEAST EASEMENT MACHINE: Department of Public Works, Sewer Department, re: to replace the current outdated equipment, from budgeted funds.

Don Rohraff, Superintendent of Public Works, presented the request to Council.

Councilmember Brandon McCullough offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
October 19, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE TRAIL BEAST EASEMENT MACHINE:
Department of Public Works, Sewer Department, re: to replace the current outdated equipment,
from budgeted funds

BACKGROUND

This is a scheduled replacement item for our existing 2008 model rear easement sewer cleaning machine (# 345) and the trailer used to transport it to job sites. The rear easement machine is used routinely throughout the City for preventive maintenance and cleaning of the rear easement sanitary sewer system where large sewer cleaning equipment can't reach. This new piece of equipment is like our old machine with an addition to an auto wind guide for the sewer hose to enhance safety and operation of the machine.

RECOMMENDATION

Authorize the expenditure and appropriation of funds for the purchase of one Trail Beast easement machine through a competitive bid to the lowest bidder, Jack Doheny Company, 777 Doheny Drive Northville, MI 48167, at a cost of \$60,000.

FISCAL CONSIDERATION

Funds budgeted in the 2021-2022 budget: 592-559-140-000 \$60,000.00

ATTACHMENTS

1. TrailBeast-Flier-v1
2. Bid Tab - Easement Machine 2022
3. Easement Machine Specs 2022

APPROVED BY

Ryan Ferrell, Superintendent of Public Works

Date: October 20, 2022

Date: October 20, 2022

Jacob Rushlow, P.E., Assistant Director of Public Works



Date: October 21, 2022

Don Rohraff, Director of Public Works



Date: October 21, 2022

Michael Slater, Finance Director



Date: October 24, 2022

Maureen Miller Brosnan, Mayor



**TRAIL
BEAST**



BEAST MODE ENGAGED.



Need an easement machine to access that hard to reach manhole? With the Trail Beast it's never been easier.

Affordable and customizable to your specifications, the Trail Beast is the perfect unit for sewer cleaning teams who need that professional upgrade!



SPECIFICATIONS

DIMENSIONS

Width: 36 in. | Length: 90 in. | Height: 70 in.

ENGINE

20 HP | 4-Cycle | Air Cooled | Hour Meter | Replaceable Air Filter | In-Line Fuel Filter | 7 Gallon Fuel Tank Min. | 12V Auto Battery | 5 or 10 GPM Additional Tool Circuit

PAINT

DRIVE TRAIN

Self-Powered Stanley Drive Train | 8 in. Wide Rubber Crawlers | Skid Steering | Low, High & Variable Speed Settings | 360° Turning

FRAME CONSTRUCTION

Square Tubular Steel & Steel Plate | 4 Adjustable Outriggers

HOSE REEL

Includes 600 ft. x 1 in. Piranha Sewer Hose (2,500 PSI) & 10 ft. Leader Hose | Hose Speed Control | 180° Reel Rotation | Manual Footage Counter | Pressure Gauge | Auto Wind Guide

LIGHTING

Adjustable LED Floodlight (Mounted) | 12V / 110V Rechargeable LED Spotlight

TRANSPORT TRAILER

Single Axle Trailer w/ Ramps | 3,500 lbs. Min. Weight | Electric Brakes | Safety Chains | Emergency Break-Away Assembly w/ Battery | 6 Tie-Down D-Rings Welded to Frame | Lockable Tool Box Included



BID OPENING SHEET – EASMENT MACHINE – BID DUE DATE 10/18/2022 PAGE 1 OF 1

VENDOR NAME CITY/STATE		Jack Doheny Companies, Inc Northville, MI	PKJ International LLC Stafford TX	Holzberg Communications Totowa NJ
1	Furnish Trail Beast Easement Machine in accordance with specifications No substitutions. Qty: 1	\$60,000.00 Mfg: _Jack_Doheny_____ Model # _Trailbeast_____ Warranty: __1.5____years	\$94,555.00 Mfg: _____ Model # _JAJ600WH_____ Warranty: __1____years	\$64,999.00 Mfg: _Jack_Doheny_____ Model # _Trailbeast_____ Warranty: __1____years
2	Shipping/Handling/Delivery	\$0	\$1,230.00	\$0
3	TOTAL ITEMS 1 & 2	\$60,000.00	\$95,785.00	\$64,999.00
4	EQUIPMENT LEAD TIME	__45____ DAYS	__120____ DAYS	__35____ DAYS
5	PRICING VALID UNTIL	December 30, 2022	November 25, 2022	November 18, 2022

VENDOR NAME CITY/STATE				
1	Furnish Trail Beast Easement Machine in accordance with specifications No substitutions. Qty: 1	\$ Mfg: _____ Model # _____ Warranty: _____years	\$ Mfg: _____ Model # _____ Warranty: _____years	\$ Mfg: _____ Model # _____ Warranty: _____years
2	Shipping/Handling/Delivery	\$	\$	\$
3	TOTAL ITEMS 1 & 2	\$	\$	\$
4	EQUIPMENT LEAD TIME	_____ DAYS	_____ DAYS	_____ DAYS
5	PRICING VALID UNTIL			

CITY REPRESENTATIVES:

ENNA BACHELOR, PURCHASING MANGER

JANET DOUGLAS, OFFICE OF THE CITY CLERK

CITY OF LIVONIA - REQUEST FOR QUOTE
--

Description:

One New (1) Trail Beast / Easement Machine (2022-2023)

Chassis:

- Stanley Track Horse-Gas powered, Hydraulically driven
- Four outriggers – Honda brand engine track driven at width no more than 36"

Hose Reel:

- 1" Sewer Hose Reel – 600' Capacity
- Rotating Hose Reel
- 1" at 2,500 PSI Sewer Hose – 600' of PSI Piranha brand hose
- Auto wind guide
- Pressure gauge
- Safety dump valve
- Footage counter

Lighting:

- Floodlight
- Cordless handheld light

Toolbox:

- Toolbox mounted on easement machine
- 48"x18"x18" steel toolbox mounted on trailer

Trailer Options:

- Sure Trac 5x10 5,000 lbs. Single Axle Tube Top trailer

Accessories:

- Manhole roller
- Tiger Tail
- 25' leader hose

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

9

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

11. REQUEST FOR AUTHORIZATION TO PURCHASE ONE TORO GROUNDSMASTER 3505-D THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace equipment that has exceeded the life expectancy, from budgeted funds.

Councilmember Scott Morgan offered an approving motion for the Consent agenda.

Don Rohraff, Superintendent of Public Works, presented the request to Council.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW
October 24, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE TORO GROUNDSMASTER 3505-D THROUGH THE STATE OF MICHIGAN BID PROCESS: Department of Public Works; re: to replace equipment that has exceeded the life expectancy, from budgeted funds.

BACKGROUND

The life expectancy of this type of equipment is 6 years. On average, these units are used approximately 200-400 hours each year, mowing the ball diamonds at Ford and Bicentennial Park fields. The purchase will be made through the State bid process for park maintenance equipment (Sourcewell Contract Agreement No. 031121-TTC), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to Spartan Distributors, 487 W. Division Street, Sparta, MI 49345. A current unit that has outlived its life expectancy will be disposed of through the auction process.

RECOMMENDATION

It is recommended Council approve the purchase of one Toro Groundsmaster 3505-D at a cost of \$38,556.67, from FY 2022-23 budgeted funds in account no. 401-000-987-000.

FISCAL CONSIDERATION

Budget: 2023
401-000-987-000
\$38,556.67

ATTACHMENTS

1. Toro 3505-D Mower

APPROVED BY

Date: October 24, 2022

Douglas L. Moore, MSA, Assistant Director of Public Works



Date: October 24, 2022

Don Rohraff, Director of Public Works



Date: October 24, 2022

Michael Slater, Finance Director



Date: October 24, 2022

Maureen Miller Brosnan, Mayor

October 21, 2022

487 W Division Street
PO Box 246
Sparta, MI 49345
616.887.7301
Fax: 616.887.6288

City of Livonia
Attn: Doug Moore
12973 Farmington Rd
Livonia, MI 48150

1050 Opdyke Road
Auburn Hills, MI 48326
248.373.8800
Fax: 248.373.8899

We are pleased to provide a quote on the following equipment:

- | | |
|---|---------------------|
| (1) TORO Groundsmaster 3505-D (#30849) | \$ 38,556.67 |
| <ul style="list-style-type: none">• (1) Deluxe Suspension Seat Kit (#30629)• (1) Atomic Blade Service Pack (6 Blades, 27") (#108-1462)• (1) MVP Kit 1000 hour (PX Hydraulic Fluid) (#44963) | |

The above TORO pricing is based on Sourcewell Contract #031121-TTC

Pricing is subject to change at time of shipment.

DELIVERY:	2023
TERMS:	Net 30 Days

Thank you for your interest in our line of equipment. If you have any questions, please feel free to call me at 800-822-2216.

Sincerely,

Stephen Carrier

Stephen Carrier
Commercial Sales

SC/jgm

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

10

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

12. REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division; re: to close out the Ben Celani Park Improvements Project, in the amount of \$24,865.21 and the new total of \$128,155.21 (CR 143-22)

David Lear, Assistant City Engineer, presented the request to Council.

Council Vice President Laura Toy offered an approving motion for the Consent agenda and noted this is an outstanding program.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

12.

Engineering
October 18, 2022

MEETING DATE

Regular Meeting of
November 2, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division; re: to close out the Ben Celani Park Improvements Project, in the amount of \$24,865.21 and the new total of \$128,155.21 (CR 143-22)

BACKGROUND

Pursuant to Council Resolution No. 143-22, adopted May 2, 2022, a contract in the amount of \$103,290.00 was awarded to Nagle Paving for the Ben Celani Park Improvements.

The Ben Celani Park project was approved for the paving of concrete sidewalks and plazas, as well as additional asphalt parking areas and a new entrance off of Seven Mile Road. The project was bid in April, and Nagle Paving was the low bidder for the asphalt parking lot and entrance paving portion of the project. (the concrete sidewalks and plazas were approved under a separate Council resolution for Rotondo Construction)

During the construction of the project, the contractor encountered various issues that required additional work to complete his contract. Items that contributed to the majority of the overages include:

- Additional excavation of soils due to grading issues and unsuitable soils found in one area of the new parking lot. Discrepancies between the topographic survey provided to us and field conditions resulted in changes to the proposed sidewalk and parking lot grading to maintain ADA compliant surfaces. (which in turn resulted in larger amounts of excavation to achieve the new grading plan)
- Alterations to the existing barrier-free parking areas in the existing parking lot in order to achieve ADA compliance. This was additional work as we were not intending to touch the existing parking area, but discovered the out of compliance parking areas during the grading and paving of the new parking lot.
- Creating clean edges along the existing parking area for the new sidewalks to butt up against. Once again, we were not intending to touch the existing parking lot, but the crooked edges were discovered once the abutting vegetation was removed for the sidewalk installation.

We are requesting an additional expenditure in the amount of \$24,865.21 for a new revised contact amount of \$128,155.21 in an effort to provide payment for additional work that was required to complete the project.

RECOMMENDATION

Please refer to the Fiscal Consideration section below for additional information.

FISCAL CONSIDERATION

In order to close out this project, we respectfully request that the City Council approve the following:

- Approve an additional appropriation and expenditure in the amount of \$24,865.21 from the Unexpended Fund Balance of the General Fund (101) for the Ben Celani Park Improvements Project with Nagle Paving, 36780 Amrhein Road, Livonia, Michigan 48150. The final contract amount is \$128,155.21.

ATTACHMENTS

1. CR 143-22

APPROVED BY



Date: October 18, 2022

David Lear, Assistant City Engineer



Date: October 18, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: October 19, 2022

Michael Slater, Finance Director



Date: October 19, 2022

Maureen Miller Brosnan, Mayor

replacement of the roof with Ce-Dur shingles on the Alexander Blue House at Greenmead Historical Park in an amount not to exceed \$115,360.00; the same having been in fact the lowest bid received which meets all specifications; FURTHER, an amount not to exceed \$115,360.00 is hereby authorized to be expended from Account No. 101-821-974-000 (Capital Outlay) for this purpose; and the Mayor and City Clerk are hereby authorized to execute a contract, subject to approval as to form and substance by the Department of Law, for and on behalf of the City of Livonia with Weatherseal Home Improvements Co. Inc., and to do all things necessary or incidental to the full performance of this resolution.

#143-22 RESOLVED, that having considered the report and recommendation of the Superintendent of Parks and Recreation, dated April 6, 2022, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the bid of Nagle Paving, 36780 Amrhein Rd., Livonia, MI 48150 for performing all work required in connection with the parking lot expansion at Ben Celani Play Area, for a total amount not to exceed \$103,290.00; the same having been in fact the lowest bid received which meets all specifications; FURTHER, the Council does hereby authorize the expenditure of a sum not to exceed \$103,290.00 from funds already budgeted in Account No. 101-758-974-000 for this purpose; and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute a contract, approved as to form and substance by the Department of Law, with Nagle Paving and to do all other things necessary or incidental to the full performance of this resolution.

#144-22 RESOLVED, that having considered the report and recommendation of the Superintendent of Parks and Recreation, dated April 6, 2022, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the bid of Rotondo Construction, 38807 Ann Arbor Road, Livonia, MI 48150 for performing all work required in connection with the installation of a central gathering area at Ben Celani Play Area, for a total amount not to exceed \$150,508.50; the same having been in fact the lowest bid received which meets all specifications; FURTHER, the Council does hereby authorize the expenditure of a sum not to exceed \$150,508.50 from funds already budgeted in Account No. 101-758-974-000 for this purpose; and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute a contract, approved as to form and substance by the Department of Law, with Rotondo Construction and to do all other things necessary or incidental to the full performance of this resolution.

#145-22 RESOLVED, that having considered the report and recommendation of the Superintendent of Parks and Recreation, dated April 7, 2022, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the

**COMMITTEE OF THE WHOLE MEETING
WEDNESDAY, OCTOBER 26, 2022
7:00PM**

11

A Committee of the Whole meeting was held on Wednesday, October 26, 2022 at Livonia City Hall in the Auditorium.

Committee Members Present: Jim Jolly, City Council President
Laura Toy, Council Vice President
Scott Bahr
Rob Gjonaj Donovic
Brandon McCullough
Kathleen McIntyre
Scott Morgan

Committee Members Absent: None

City Officials Present: Maureen Miller Brosnan, Mayor
Paul Bernier, City Attorney

Additional attendees: See attached

1. CR 249-22 Subject matter of alternative ways for recognizing various groups of the community.

The meeting convened at 7:05PM

A discussion was led by Councilmember Brandon McCullough, regarding ways to recognize various groups in the community.

Councilmember Brandon McCullough offered a motion for the Administration to provide detailed ways to recognize holidays, events, and other items, etc. pertaining to the various groups in the community.

The Committee recommends:

- A resolution for the Administration to provide detailed ways to recognize holidays, events, and other items, etc. pertaining to the various groups in the community.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of November 14, 2022**

2. CR 312-22 Subject matter of Civil Rights Non-Discrimination Ordinance.

A presentation of the proposed non-discrimination ordinance was given by Mayor Brosnan, City Attorney, Paul Bernier, Director of Government Affairs, LaShawn Thomas and Human Relations Commissioner, Haitham Fakhouri.

Various members of the audience spoke on this subject matter.

Councilmember Scott Morgan offered a motion to deny the ordinance as presented.

Councilmember Brandon McCullough offered to approve the ordinance with the addition of penalties for false claims.

Vice President Laura Toy offered a motion to request input from the Livonia Chamber of Commerce.

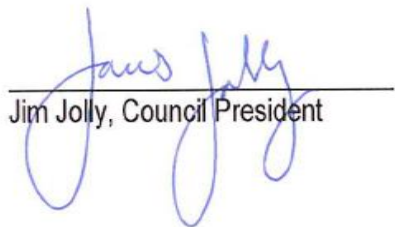
The Committee recommends the following resolutions:

- Approving resolution to include penalties for false claims
- Denying resolution of the ordinance as presented

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of November 14, 2022**

The meeting was adjourned at 9:25PM



Jim Jolly, Council President

PLEASE SIGN IN

MEETING: COMMITTEE OF THE WHOLE MEETING

DATE: WEDNESDAY, OCTOBER 26, 2022

TIME: 7:00 PM

NAME

DEPARTMENT OR EMAIL

Steve Spreitzer

CHRIS SCHRAUK

DENNIS RIDOLFI

Susan Mann

Lore E. Wilson

Shane Anders

Hartman Fulkow.

Alex King

PATRICIA MAGDEN

Laci Shuk

Bill Schmidt

BRUCE J MCLEOD

GINI KRENZ

Debbie Yates

Deb Christensen

BOB GRIFF

Lauren Plawacki

PLEASE SIGN IN

MEETING: COMMITTEE OF THE WHOLE MEETING

DATE: WEDNESDAY, OCTOBER 26, 2022

TIME: 7:00 PM

NAME

DEPARTMENT OR EMAIL

Tom EVASIC

Drew BORD

Henry CRIDER

Ken CRIDER

Emily Keith

Chris Heuch

Mitsy Morris

Denise Collins Kolpa

Sara Overwater

Kathy Gibson

Joy TOMSIC

Rev. Diane Smith

John Hankman

Kate Shishkovsky

Mary-Jo Feurino



LETTER TO THE LIVONIA CITY COUNCIL

1.

**Council Office
October 6, 2022**

MEETING DATE

COW102622/R111422

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

Subject matter of alternative ways for recognizing various groups of the community (CR 249-22)

BACKGROUND

At the request of Councilmember Brandon McCullough, at the Study Meeting held July 25, 2022, the subject matter of alternative ways for recognizing various groups of the community was referred to the Committee of the Whole for report and recommendation. (CR 249-22)

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. R080822 - Subject matter of recog groups in community to COW CR 249-22

APPROVED BY

Regular Meeting Minutes of August 8, 2022

On a motion by McCullough, seconded by Vice President Toy, and unanimously adopted, it was:

#249-22 RESOLVED, that having considered the request of Councilmember Brandon McCullough, at the Study Meeting held July 25, 2022, relative to displaying flags on City property, the Council does hereby refer the subject matter of alternative ways for recognizing various groups of the community to the Committee of the Whole for its report and recommendation.

<i>UNFINISHED BUSINESS ITEM 11 (Regular Meeting of August 8, 2022)</i>
--

Motion:	McCullough
Second:	Toy
Ayes:	Donovic, Morgan, McCullough, McIntyre, Toy, Bahr, Jolly
Nays:	None
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
October 6, 2022

MEETING DATE

COW102622/R111422

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

Subject matter of Civil Rights Non-Discrimination Ordinance (CR 312-22)

BACKGROUND

At the request of Councilmember Brandon McCullough, at the Study Meeting held September 26, 2022, the subject matter of the Civil Rights Non-Discrimination Ordinance was referred to the Committee of the Whole for report and recommendation. (CR 312-22)

RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

Law
October 11, 2022

MEETING DATE

S092622/R100522/R111422

PREPARED BY

Carol Driskill, Legal Stenographer II

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to add Chapter 65 (Civil Rights Non-Discrimination) to Title 2, in order to streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

BACKGROUND

Section 2.65.075 - Penalty for Intentional False Complaint has been added to the proposed Ordinance.

Over the past year, the Livonia Human Relations Commission has worked together with the Mayor's Office and Law Department to review the City of Livonia's existing non-discrimination policies and ordinances.

They found that, while individual departments may have practices in place for reviewing discrimination complaints, the City of Livonia does not have a standardized, citywide process for receiving or investigating discrimination complaints. Additionally, the City's two existing non-discrimination ordinances, the Open Housing Ordinance 9.18, and the Physical Limitation Discrimination Ordinance 2.68, were last updated in 1972 and 1982, respectively.

Therefore, Mayor Brosnan, with support from the Livonia Human Relations Commission, is recommending the City Council adopt a new Civil Rights Non-Discrimination Ordinance (Proposed Amendment Adding Chapter 65 to Title 2 of the Livonia Code of Ordinances, as amended) that will streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

Diversity, equity and inclusion are priorities that Livonia residents have come together to ask us to advance. This ordinance will help us build on our work in transparency and accountability that Livonia residents and community members expect from City government.

This proposed ordinance focuses on two specific areas:

1. It centralizes the process for receiving and investigating discrimination complaints in the Law Department, as they are best-suited to handle these complaints.

2. It expands the protections offered to those facing discriminatory behavior in public spaces.

The language of the proposed ordinance reflects the text of non-discrimination ordinances that have been adopted in nearly 60 municipalities across Michigan, including communities in every corner of the State and many in our region.

The ordinance requires the Law Department to provide an annual report to the Mayor's Office regarding the status of such complaints each year.

This ordinance sets specific time for a complaint to be filed (within 180 days), a clear list of details that are required (description of the conduct, contact information, dates, locations, etc.), and provides the Law Department with the responsibility to determine whether a case is prosecuted in District Court, denied, or referred to another agency for review.

We believe this ordinance will serve as a disincentive for discriminatory behavior, protect individual rights by specifically carving out protections for speech and religious practices as protected in the U.S. Constitution, and will align our city's laws with our community values and priorities.

Thank you in advance for your consideration.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Chapter 2.65 - Civil Rights Non-Discrimination 102722
2. June 4, 2021 Letter to Council (signed)
3. Chapter 2.65 - Civil Rights Non-Discrimination
4. LTC S092622 NDO
5. S092622 Prop Amend (NDO) Minutes

APPROVED BY



Paul Bernier, City Attorney

Date: October 27, 2022



Maureen Miller Brosnan, Mayor

Date: October 31, 2022

**AN ORDINANCE ADDING CHAPTER 65 (CIVIL RIGHTS
NON-DISCRIMINATION) TO TITLE 2 OF THE LIVONIA
CODE OF ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 65 is hereby Added to Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

CHAPTER 2.65

CIVIL RIGHTS NON-DISCRIMINATION

Sections:

2.65.010	Title for citation.
2.65.020	Equal protection of the law required.
2.65.030	Definitions.
2.65.040	Municipal contracts—Nondiscrimination provisions required.
2.65.050	Real estate transactions—Discrimination prohibited.
2.65.060	Gas stations—Assistance at self-service pumps.
2.65.070	Penalty.
2.65.075	Penalty for Intentional False Complaint.
2.65.080	Complaint investigation.

2.65.010 – Title for citation. The ordinance codified in this chapter may be known and cited as the "civil rights non-discrimination ordinance."

2.65.020 – Equal protection of the law required.

- A. No person shall be denied the equal protection of the laws, nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against in the exercise thereof or be denied employment, public accommodations, housing or public services because of age, height or weight, race, color, creed, physical limitation, religion, ancestry, national or sectional origin, gender, gender expression, gender identity, sex, sexual orientation or marital status.
- B. No person shall adopt, enforce, or employ any policy, requirement, qualification, practice, or factor which has the effect of creating unequal treatment or opportunities relating to employment, public accommodations as defined by 42 U.S. Code §12181(7), housing or

Proposed Amendment Adding Chapter 65
To Title 2 of the Livonia Code of Ordinances, as amended

public services on the basis of actual or perceived membership in a protected class as defined in this chapter.

- C. The prohibitions against discrimination provided for in this chapter shall not be deemed preempted by state or federal law, but are intended to supplement such law.
- D. This chapter shall be construed and applied in a manner consistent with the First and 14th Amendments of the U.S. Constitution and Art. I, §§ 2, 4 and 5 of the Constitution of Michigan regarding freedom of speech and free exercise of religion.

2.65.030 – Definitions.

- A. “Discrimination or discriminate” means to make a decision, offer to make a decision, or refrain from making a decision, based in whole or in part on the actual or perceived age, race, color, creed, religion, ancestry, national or sectional origin, gender, gender expression, gender identity, sex, sexual orientation or marital status of that person, person’s relatives which results in the unequal treatment of any person, or denies, prevents, limits, or adversely affects the benefit of enjoyment of any person, of employment, or public accommodations or public services.
- B. “Gender or gender identity” means a person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male.
- C. “Physical limitation,” as used in this chapter, means a limitation of physical capabilities unrelated to one’s ability to perform the work involved in jobs or positions available to them for hire or promotion or a limitation of physical capabilities unrelated to one’s ability to acquire, rent and maintain property. “Physical limitation” includes, but is not limited to, blindness or partial-sightedness, deafness or hearing impairment, muteness, partial or total absence of physical member, speech impairment, motor impairment.
- D. “Sex” means the status of being a man/boy or woman/girl, and a person's conformity to sex stereotypes.
- E. “Sexual orientation” means male or female homosexuality, heterosexuality, or bisexuality, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person's sense of

Proposed Amendment Adding Chapter 65
To Title 2 of the Livonia Code of Ordinances, as amended

identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

2.65.040 – Municipal contracts—Nondiscrimination provisions required. All contracting agencies of the city or any department of the city shall include in all contracts hereafter negotiated, or renegotiated, a provision requiring the contractor not to discriminate against an employee or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment, due to membership in a protected class as defined in this chapter.

2.65.050 – Real estate transactions—Discrimination prohibited.

- A. No owner of real property, lessee, sublessee, real estate broker or salesman, lender, financial institution, advertiser or agent of any of the foregoing shall discriminate against any person on the basis of actual or perceived membership in a protected class as defined in this chapter, in regard to the sale or rental of, or dealings concerning real property located in the city.
- B. An owner shall not be required to offer property to the public at large before selling or renting it, nor shall this chapter be deemed to prohibit owners from giving preference to prospective tenants or buyers for reasons other than on the basis of actual or perceived membership in a protected class as defined in this chapter.

2.65.060 – Gas stations—Assistance at self-service pumps. In the event an attendant is available at a self-service only gas station, it shall be his or her responsibility upon request to assist a physically handicapped person at a self-service pump in the dispensing of flammable liquid into that person's vehicles.

2.65.070 – Penalty. Any person in violation of this section shall be deemed to have committed a civil infraction and shall be ordered to pay a civil fine up to five hundred dollars (\$500.00), plus costs. Any person in violation of this section for a second offense shall be ordered to pay a civil fine of five hundred dollars (\$500.00), plus costs. Any person in violation of this section for a third or subsequent offense shall be guilty of a misdemeanor.

2.65.075 – Penalty for Intentional False Complaint. No person shall knowingly and intentionally write, cause to be written, or permit to be written any false, incorrect or inaccurate information on any document, record or form required pursuant to this Chapter. Any person in violation of this section shall be guilty of a misdemeanor.

2.65.080 – Complaint investigation.

- A. A complaint may be filed with the City Law Department by any individual (the complainant) who has experienced or been witness to discrimination within the City as described in this chapter. The complaint must be filed in person, by mail, or by email within one hundred eighty (180) calendar days of the date upon which the complainant knew or should have known of the alleged discriminatory act. If an individual fails to file a complaint within the specified time frame, the complaint will not be considered.
- B. A complaint shall indicate, at a minimum, all parties involved, the contact information of the complainant, a description of the discriminatory conduct, the date(s) and location(s) of its occurrence, and the protected class or classes which were discriminated against. The complaint will not be processed without this information.
- C. It shall be the responsibility of the Law Department to determine whether a complaint should be prosecuted in the District Court, denied, or referred to another appropriate agency for review and consideration.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
June 4, 2021

MEETING DATE

June 14, 2021

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to add Chapter 65 (Civil Rights Non-Discrimination) to Title 2, in order to streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

BACKGROUND

Over the past year, the Livonia Human Relations Commission has worked together with the Mayor's Office and Law Department to review the City of Livonia's existing non-discrimination policies and ordinances.

They found that, while individual departments may have practices in place for reviewing discrimination complaints, the City of Livonia does not have a standardized, citywide process for receiving or investigating discrimination complaints. Additionally, the City's two existing non-discrimination ordinances, the Open Housing Ordinance 9.18, and the Physical Limitation Discrimination Ordinance 2.68, were last updated in 1972 and 1982, respectively.

Therefore, Mayor Brosnan, with support from the Livonia Human Relations Commission, is recommending the City Council adopt a new Civil Rights Non-Discrimination Ordinance (Proposed Amendment Adding Chapter 65 to Title 2 of the Livonia Code of Ordinances, as amended) that will streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

Diversity, equity and inclusion are priorities that Livonia residents have come together to ask us to advance. This ordinance will help us build on our work in transparency and accountability that Livonia residents and community members expect from City government.

This proposed ordinance focuses on two specific areas:

1. It centralizes the process for receiving and investigating discrimination complaints in the Law Department, as they are best-suited to handle these complaints.
2. It expands the protections offered to those facing discriminatory behavior in public spaces.

The language of the proposed ordinance reflects the text of non-discrimination ordinances that have been adopted in nearly 60 municipalities across Michigan, including communities in every corner of

the State and many in our region.

The ordinance requires the Law Department to provide an annual report to the Mayor's Office regarding the status of such complaints each year.

This ordinance sets specific time for a complaint to be filed (within 180 days), a clear list of details that are required (description of the conduct, contact information, dates, locations, etc.), and provides the Law Department with the responsibility to determine whether a case is prosecuted in District Court, denied, or referred to another agency for review.

We believe this ordinance will serve as a disincentive for discriminatory behavior, protect individual rights by specifically carving out protections for speech and religious practices as protected in the U.S. Constitution, and will align our city's laws with our community values and priorities.

Thank you in advance for your consideration.

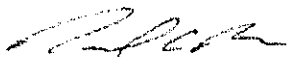
RECOMMENDATION

FISCAL CONSIDERATION

ATTACHMENTS

1. Chapter 2.65 - Civil Rights Non-Discrimination

APPROVED BY



Paul Bernier, City Attorney

Date: June 04, 2021



Maureen Miller Brosnan, Mayor

Date: June 04, 2021

**AN ORDINANCE ADDING CHAPTER 65 (CIVIL RIGHTS
NON-DISCRIMINATION) TO TITLE 2 OF THE LIVONIA
CODE OF ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 65 is hereby Added to Title 2 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

CHAPTER 2.65

CIVIL RIGHTS NON-DISCRIMINATION

Sections:

2.65.010	Title for citation.
2.65.020	Equal protection of the law required.
2.65.030	Definitions.
2.65.040	Municipal contracts—Nondiscrimination provisions required.
2.65.050	Real estate transactions—Discrimination prohibited.
2.65.060	Gas stations—Assistance at self-service pumps.
2.65.070	Penalty.
2.65.080	Complaint investigation.

2.65.010 – Title for citation. The ordinance codified in this chapter may be known and cited as the "civil rights non-discrimination ordinance."

2.65.020 – Equal protection of the law required.

- A. No person shall be denied the equal protection of the laws, nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against in the exercise thereof or be denied employment, public accommodations, housing or public services because of age, height or weight, race, color, creed, physical limitation, religion, ancestry, national or sectional origin, gender, gender expression, gender identity, sex, sexual orientation or marital status.
- B. No person shall adopt, enforce, or employ any policy, requirement, qualification, practice, or factor which has the effect of creating unequal treatment or opportunities relating to employment, public accommodations as defined by 42 U.S. Code §12181(7), housing or public services on the basis of actual or perceived membership in a protected class as defined in this chapter.

Proposed Amendment Adding Chapter 65
To Title 2 of the Livonia Code of Ordinances, as amended

- C. The prohibitions against discrimination provided for in this chapter shall not be deemed preempted by state or federal law, but are intended to supplement such law.
- D. This chapter shall be construed and applied in a manner consistent with the First and 14th Amendments of the U.S. Constitution and Art. I, §§ 2, 4 and 5 of the Constitution of Michigan regarding freedom of speech and free exercise of religion.

2.65.030 – Definitions.

- A. “Discrimination or discriminate” means to make a decision, offer to make a decision, or refrain from making a decision, based in whole or in part on the actual or perceived age, race, color, creed, religion, ancestry, national or sectional origin, gender, gender expression, gender identity, sex, sexual orientation or marital status of that person, person’s relatives which results in the unequal treatment of any person, or denies, prevents, limits, or adversely affects the benefit of enjoyment of any person, of employment, or public accommodations or public services.
- B. “Gender or gender identity” means a person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male.
- C. “Physical limitation,” as used in this chapter, means a limitation of physical capabilities unrelated to one’s ability to perform the work involved in jobs or positions available to them for hire or promotion or a limitation of physical capabilities unrelated to one’s ability to acquire, rent and maintain property. “Physical limitation” includes, but is not limited to, blindness or partial-sightedness, deafness or hearing impairment, muteness, partial or total absence of physical member, speech impairment, motor impairment.
- D. “Sex” means the status of being a man/boy or woman/girl, and a person's conformity to sex stereotypes.
- E. “Sexual orientation” means male or female homosexuality, heterosexuality, or bisexuality, whether past or present. This includes emotional, romantic, and/or sexual attractions, or the absence thereof, to other people. Sexual orientation also refers to a person's sense of identity based on those attractions, related behaviors, and membership in a community of others who share those attractions.

Proposed Amendment Adding Chapter 65
To Title 2 of the Livonia Code of Ordinances, as amended

2.65.040 – Municipal contracts—Nondiscrimination provisions required. All contracting agencies of the city or any department of the city shall include in all contracts hereafter negotiated, or renegotiated, a provision requiring the contractor not to discriminate against an employee or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment, due to membership in a protected class as defined in this chapter.

2.65.050 – Real estate transactions—Discrimination prohibited.

- A. No owner of real property, lessee, sublessee, real estate broker or salesman, lender, financial institution, advertiser or agent of any of the foregoing shall discriminate against any person on the basis of actual or perceived membership in a protected class as defined in this chapter, in regard to the sale or rental of, or dealings concerning real property located in the city.
- B. An owner shall not be required to offer property to the public at large before selling or renting it, nor shall this chapter be deemed to prohibit owners from giving preference to prospective tenants or buyers for reasons other than on the basis of actual or perceived membership in a protected class as defined in this chapter.

2.65.060 – Gas stations—Assistance at self-service pumps. In the event an attendant is available at a self-service only gas station, it shall be his responsibility upon request to assist a physically handicapped person at a self-service pump in the dispensing of flammable liquid into that person's vehicles.

2.65.070 – Penalty. Any person in violation of this section shall be deemed to have committed a civil infraction and shall be ordered to pay a civil fine up to five hundred dollars (\$500.00), plus costs. Any person in violation of this section for a second offense shall be ordered to pay a civil fine of five hundred dollars (\$500.00), plus costs. Any person in violation of this section for a third or subsequent offense shall be guilty of a misdemeanor.

2.65.080 – Complaint investigation.

- A. A complaint may be filed with the City Law Department by any individual (the complainant) who has experienced or been witness to discrimination within the City as described in this chapter. The complaint must be filed in person, by mail, or by email within one hundred eighty (180) calendar days of the date upon which the complainant knew or should have known of the alleged discriminatory act. If an individual fails

Proposed Amendment Adding Chapter 65
To Title 2 of the Livonia Code of Ordinances, as amended

to file a complaint within the specified time frame, the complaint will not be considered.

- B. A complaint shall indicate, at a minimum, all parties involved, the contact information of the complainant, a description of the discriminatory conduct, the date(s) and location(s) of its occurrence, and the protected class or classes which were discriminated against. The complaint will not be processed without this information.
- C. It shall be the responsibility of the Law Department to determine whether a complaint should be prosecuted in the District Court, denied, or referred to another appropriate agency for review and consideration.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
August 2, 2022

MEETING DATE

S092622

PREPARED BY

Carol Driskill, Legal Stenographer II,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to add Chapter 65 (Civil Rights Non-Discrimination) to Title 2, in order to streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

BACKGROUND

Note: Previously submitted for June 14, 2021 Study Meeting. No changes have been made except for correction of one typographical error.

Over the past year, the Livonia Human Relations Commission has worked together with the Mayor's Office and Law Department to review the City of Livonia's existing non-discrimination policies and ordinances.

They found that, while individual departments may have practices in place for reviewing discrimination complaints, the City of Livonia does not have a standardized, citywide process for receiving or investigating discrimination complaints. Additionally, the City's two existing non-discrimination ordinances, the Open Housing Ordinance 9.18, and the Physical Limitation Discrimination Ordinance 2.68, were last updated in 1972 and 1982, respectively.

Therefore, Mayor Brosnan, with support from the Livonia Human Relations Commission, is recommending the City Council adopt a new Civil Rights Non-Discrimination Ordinance (Proposed Amendment Adding Chapter 65 to Title 2 of the Livonia Code of Ordinances, as amended) that will streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

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This proposed ordinance focuses on two specific areas:

1. It centralizes the process for receiving and investigating discrimination complaints in the Law Department, as they are best-suited to handle these complaints.

2. It expands the protections offered to those facing discriminatory behavior in public spaces.

The language of the proposed ordinance reflects the text of non-discrimination ordinances that have been adopted in nearly 60 municipalities across Michigan, including communities in every corner of the State and many in our region.

The ordinance requires the Law Department to provide an annual report to the Mayor's Office regarding the status of such complaints each year.

This ordinance sets specific time for a complaint to be filed (within 180 days), a clear list of details that are required (description of the conduct, contact information, dates, locations, etc.), and provides the Law Department with the responsibility to determine whether a case is prosecuted in District Court, denied, or referred to another agency for review.

We believe this ordinance will serve as a disincentive for discriminatory behavior, protect individual rights by specifically carving out protections for speech and religious practices as protected in the U.S. Constitution, and will align our city's laws with our community values and priorities.

Thank you in advance for your consideration.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. June 4, 2021 Letter to Council (signed)
2. Chapter 2.65 - Civil Rights Non-Discrimination

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD SEPTEMBER 26, 2022**

11b

Meeting was called to order at 8:06 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Maureen Miller Brosnan, Mayor, Susan Nash, City Clerk, Paul Bernier, City Attorney, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Thomas Goralski Police Chief, Brandie Isaacson, Housing Director, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Superintendent of Public Works.

Councilmember Scott Bahr led the Pledge of Allegiance.

13. PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to add Chapter 65 (Civil Rights Non-Discrimination) to Title 2, in order to streamline the process for reporting discriminatory behavior in our community, expand protections for those who face discrimination, and make a clear statement about our values as an arms-wide-open community.

Paul Bernier, City Attorney, presented the request to Council.

Councilmember Brandon McCullough stated this item was brought forward by the Mayor's Office last year. He noted the last update was 1982 and would like to study it further. He then offered to put this item in Committee of the Whole. Council President Jim Jolly agreed the item needs to be studied in a committee structure to work through changes.

Council Vice President Toy asked that they are informed of the Civil Rights Act with Elliot Larson and how it relates to local government. Paul Bernier indicated the ordinance was written to comply with both and will answer questions Council may have and how it relates to Elliot Larson, Supreme Court decisions and Livonia ordinances.

Council President Jim Jolly stated that although the item was created some time ago, they have not been able to discuss it as a Council and looks forward to reviewing it in Committee.

Ellen Cane, Livonia, asked to review issues that have occurred in Livonia to see if this amendment would have helped.

Margaret Erle, 31545 Pembroke Street, asked if there is a list of topics of discrimination, what is the proof that someone has been discriminated against, who will be adjudicating alleged discrimination and what would be the punishment.

Council President Jim Jolly encouraged everyone to read the ordinance on the city website.

Richard Glover, 14369 Brentwood Street, Chair of Human Relations Commissions, thanked Council for bringing the item forward.

Darryl Smith, 14006 Brookfield, asked if the residents will be invited to attend the Committee Meeting of the Whole. President Jolly stated all of the meetings are public and they are all welcome to attend.

Sara Overwater, Westmore Street and Barb Iovan (address withheld) each stated they are glad this item has come forward.

Deb Christiansen, Lori Shuk (addresses withheld) each stated they are glad this has come forward and hope the Council reviews the revised draft along with the language prepared by Law.

Matt McClellan, 35155 Leon, stated he does not think the constitution needs to be amended. President Jim Jolly noted this is an amendment, not the constitution.

Karen (address withheld) stated she is opposed to the NDO and is concerned with some of the language that was proposed.

Denise Robison (address withheld) stated she has seen many changes in the city over the years and we need to welcome the changes and keep an open mind.

Councilmember Scott Bhar stated that in response to a resident comment, nothing has been missed, since this is the first time this item has been formally brought forward to Council.

DIRECTION:

COMMITTEE OF THE WHOLE

CONSENT

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

12

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

13. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Amend Sections 020 and 030 to Title 9, Chapter 83 (Child abuse).

Paul Bernier, City Attorney, presented the request to Council.

Council Vice President Laura Toy offered an approving motion for the Regular agenda for a First Reading.

DIRECTION:

FIRST READ

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
October 13, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED:
Department of Law, re: to Amend Sections 020 and 030 to Title 9, Chapter 83 (Child abuse).

BACKGROUND

To eliminate any distinction between Child Abuse Third Degree and Child Abuse Fourth Degree

RECOMMENDATION

Approve for First Read at next regular meeting

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Proposed Ordinance - 9.83.020 - Child Abuse

APPROVED BY

Paul Bernier, City Attorney

Date: October 13, 2022

Maureen Miller Brosnan, Mayor

Date: October 19, 2022

**AN ORDINANCE AMENDING SECTIONS 020 AND 030
OF TITLE 9, CHAPTER 83 (CHILD ABUSE ~~IN THE~~
~~THIRD DEGREE~~) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Title 9, Chapter 83 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

9.83.020 Child abuse ~~in the third degree~~.

It is unlawful and shall constitute child abuse ~~in the third degree if any of the following apply:~~

~~for any~~ A person ~~to~~ knowingly or intentionally causes s physical harm to a child;
or-

A person causes physical harm to a child by means of the person's omission or reckless act.

Section 2. Section 030 of Title 9, Chapter 83 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

9.83.030 Child abuse ~~in the fourth degree~~ [Reserved].

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

13

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

1. AWARD OF BID: Division of Police, re: for Towing and Impound Services, for a period of three years with two, three-year renewal options, from budgeted funds.

Deputy Police Chief, Ben McDermott, presented the request to Council.

Councilmember Rob Donovic, asked about how the service for Livonia Towing has been. Deputy Chief McDermott indicated they have been working with Livonia Towing for roughly forty years.

Council Vice President Laura Toy noted that Livonia Towing has a new owner and asked if that has made a difference to their service. Deputy Chief McDermott stated that nothing has changed.

Councilmember Scott Bahr asked who is responsible for towing fees and asked if Livonia Towing has a yard in Livonia versus the other bidder. Deputy Chief McDermott stated the car owner and agreed that Livonia Towing has a yard, versus the other bidder has an option to lease if they won the bid.

Councilmember Brandon McCullough asked about the percent of vehicles that would fall under the over ten thousand for the one hour minimum. Deputy Chief McDermott stated it was a very small amount.

Shane Anders, Area Towing, stated he was denied a fair bid process due to lack of due diligence to evaluate each company.

Diane Wilson, 28900 Savoy Court, Owner, Livonia Towing, stated she has owned Livonia Towing since March of 2021 and worked with Redford Towing for over a year to gain experience of ownership and staff.

Councilmember Rob Donovic offered an approving motion for the Consent agenda.

Minutes of the Study Meeting of November 2, 2022

Council President Jim Jolly stated he will put this item on the Regular agenda due to the nature and importance of the contract.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

1.

Police
October 24, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Division of Police, re: for Towing and Impound Services, for a period of three years with two, three-year renewal options, from budgeted funds.

BACKGROUND

On January 31, 2022, the current City of Livonia towing and impound services contract with Livonia Towing Inc., was scheduled to expire. However, on December 3, 2021, the owner of Livonia Towing agreed to renew its contract with the City, under the same terms and conditions on a month-to-month basis. This extension, approved by the City Council in CR 05-22, was designed to allow time for the City to complete a competitive bidding process and obtain approval of a new towing contract by the City Council.

On December 23, 2021, vendor notification and a request for sealed proposals were posted on the Michigan Inter-Governmental Trade Network by the City Purchasing Manager. Notification of a pre-bid meeting was given along with instructions, requirements and bid specifications to potential bidders.

On January 17, 2022, the pre-bid meeting was held at the Livonia Police Department and four vendors attended. The vendors were provided with the proposal requirements, criteria for selection and were allowed to ask questions. Additional questions were permitted in writing and answered by the Purchasing Manager, Enna Bachelor. In response to questions from the pre-bid meeting and other questions that followed, the Purchasing Manager issued seven addendums to the original solicitation prior to the bid due date of May 31, 2022. The addendums were issued to address the questions and make clarifications for all bidders.

On May 31, 2022, two bid proposals in response to RFP solicitation, RFP-DEC32021-POL were received and opened. One bid was from Area Towing and Recovery, Inc., 16550 Racho Road, Taylor, MI. 48180. The other bid was from a Livonia-based company, Livonia Towing, 12955 Levan Road, Livonia, MI. 48150, the current service provider. Upon conducting a towing and impound fee price comparison, between the two companies in 29 categories, it was determined that Livonia Towing's fees were less expensive in most of the categories. This includes the most commonly used services, such as towing cars and small and medium trucks from surface streets and freeways.

Site visits and equipment inspections were conducted on June 29, 2022, and experience and reference checks conducted. Livonia Towing was examined and found to have the required

equipment and site specifications. They are currently operating, and have been for many years, at the Levan Road, Livonia site. It should be noted that Livonia Towing had a change of ownership in March 2021. Two Area Towing sites were examined, including its current facility on Racho Road in Taylor. The equipment on site is marked both Area Towing and Star Towing and Recovery. One wrecker was not on site and not inspected, as it was away for maintenance. The company did have the equipment to meet the requirements. The proposed operation site for Area Towing is located at 12719 Inkster Road, Livonia, MI. This site is currently unoccupied. However, the site inspectors believe the site would meet the bid specifications within the required 30 days of City Council approval of the contract, if the lot were cleaned and security cameras were installed.

On September 19, 2022, an evaluation committee met with representatives of both Area and Livonia Towing to conduct interviews. The evaluation committee was comprised of the City Purchasing Manager, the Mayor's Chief of Staff, the Chief Assistant City Attorney from the Law Department, and the Deputy Police Chief. Both companies were provided with a list of questions to answer and given an opportunity to provide additional information. Upon the completion of the interviews, the two proposals were scored independently and averaged to determine the ranking. The evaluation criteria included qualifications/ experience; references; equipment adequacy; the location, size and condition of the tow yard; and pricing/fee schedule. The final average score for Area Towing was 95.5 and the final average score for Livonia Towing was 100.

RECOMMENDATION

While both bidders are qualified to provide towing services to the City, the evaluation committee recommends the City Council award the bid and contract to Livonia Towing for towing services, as it is the highest-ranked bidder demonstrating an ability to meet the requirements set forth in the solicitation. Additionally, Livonia Towing has provided excellent service to the City for over 40 years.

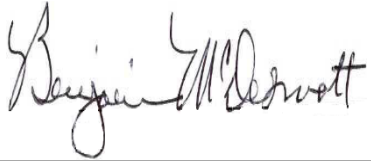
FISCAL CONSIDERATION

The contract will be for a period of three years with two, three-year renewal options, exercised at the sole discretion of the City.

ATTACHMENTS

1. Notice to Bidders- Towing Services
2. Addendums 1-7 Towing Services
3. Questions Sent in Advance to Towing Services
4. Towing Services Price Comparisons
5. Towing Site Visit and equipment Inspections
6. Towing Services Score Summary
7. Area Towing RFP
8. Livonia Towing RFP

APPROVED BY



Benjamin McDermott, Deputy Chief of Police

Date: October 24, 2022



Paul Bernier, City Attorney

Date: October 24, 2022



Michael Slater, Finance Director

Date: October 24, 2022



Maureen Miller Brosnan, Mayor

Date: October 24, 2022

NOTICE TO BIDDERS
TOWING SERVICES CITY OF LIVONIA, MICHIGAN

Sealed proposals will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m. on **MAY 31, 2022** VIA THE MITN WEBSITE ONLY (WWW.MITN.INFO), at which time said proposals will be opened and publicly read.

The public bid opening will be held via Zoom.

Bid Opening Access

By Computer: <https://us02web.zoom.us/j/82294127641>

By Phone: Phone (312) 626-6799

Webinar ID: 822 9412 7641

The City of Livonia seeks proposals for bidding the following:

TOWING AND STORAGE OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES

There will be a pre-proposal meeting to be held at 10:00 a.m., **JANUARY 17, 2022** The preproposal meeting will be held at the City of Livonia Police Department located at 15050 Farmington Road, Livonia, MI 48150. Vendors who plan to attend the preproposal meeting should complete the attached RSVP form and return it via email to Enna Bachelor Purchasing Manager at ebachelor@livonia.gov, no later than **JANUARY 13, 2022**.

No bidder may withdraw his proposal within 90 (90) days after the date set for the opening thereof. The City reserves the right to reject any or all bids based on past performance or other valid reason and to waive irregularities in bids.

Instructions to bidders and specifications may be obtained by registering with the Michigan Inter-Governmental Trade Network (MITN) at www.mitn.info. All addendums will be posted on the MITN website. Any information not obtained from the MITN website should not be relied upon. Proposals must be submitted on the forms found on the MITN website with no exceptions. Acceptance of any bid does not constitute a binding agreement until a written Contract is signed by both parties.

QUESTION DEADLINE: Vendor questions will be received in writing only by the City of Livonia until MARCH 18, 2022. Phone calls will not be accepted. Firms shall submit questions via email to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov. The City does not guarantee a response to questions received after the question deadline has passed.

If any figure already entered on the proposal form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.

In comparing bids, the bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract in an amount of \$100,000 or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E.1. of the Livonia Code of Ordinances, as amended).

I. RFP EVALUATION AND VENDOR SELECTION

The City of Livonia will evaluate and award a contract for Towing Services. The firm that is selected will work in conjunction with City Staff, the Police Department, Fire Department and Department of Public Works to provide towing and storage services for the City of Livonia. The City seeks a qualified and experienced firm with adequate equipment in good working condition to provide these services.

MINIMUM REQUIREMENTS

In order to be considered for award contractors must meet the following minimum requirements:

- Demonstrate a minimum of five (5) years of experience providing towing services as described in the specifications.
- At the time of bid submission operate a tow yard and provide the services described in the specifications within the city limits of Livonia, Michigan **OR** demonstrate serious intent to establish towing operations within the City limits of Livonia as evidenced by
 - Submission of approved site plans by the City of Livonia Planning Commission submitted with proposal response.
 - Proof of adequate equipment and staffing as required by the RFP
 - Demonstrated ability to be fully operational within thirty (30) days of City Council approval of contract

NOTE: Contractors should anticipate a minimum of ninety days to receive a determination on whether or not a submitted site plan has been approved by the City of Livonia Planning Commission.

Should the City determine that the any of the minimum requirements are not met to its satisfaction the proposal will not be considered for award.

A. Evaluation Committee

All proposals which meet minimum requirements will be evaluated by an Evaluation Committee made up of City Staff from the Finance Department, Police Department and Mayor's Office. The Evaluation Committee will select the top candidates for interviews. The evaluation will be based on predetermined criteria as enumerated below. All candidates will be ranked using the criteria specified below. The Evaluation Committee will submit its findings and recommendations to the Livonia City Council. The City Council makes the final determination as to the hiring of the tow company after review of the Evaluation Committee's recommendations, evaluation of the proposal, interviews or obtaining such other information that the City Council may desire.

A Contractor will be selected by the City Council for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.

B. Criteria for Selection

Proposals will be evaluated based on price, qualifications/experience, references, staffing, equipment adequacy and the location, size and condition of the tow yard.

C. Ranking Criteria The following general criteria will be used by the Evaluation Committee and City Council in the selection of a Contractor

Experience/References	30
Equipment	30
Condition of Tow Yard	25
Fee Schedule	<u>15</u>
TOTAL	100

FORM OF PROPOSAL**TOWING SERVICES**

Proposal of _____ hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as _____
 *. Insert as applicable: "a corporation", "a partnership" or "an individual" TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined documents included in the Request for Proposal by the City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and equipment to perform the towing services specified in the Request for Proposal in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

The contract will be recommended for award to the highest ranked bidder demonstrating an ability to meet the requirements set forth in this solicitation.

The contractor shall complete and return all necessary forms with proposal submission.
BIDDER SHALL USE ONLY THE FORMS PROVIDED BY THE CITY OF LIVONIA TO PROVIDE PRICING WITH NO EXCEPTIONS.

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence at the date and time set forth after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

In submitting this proposal, it is understood that the right is reserved by the OWNER to accept any proposal, to reject any or all proposals, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on _____ BY _____
 Date* Name of Bidder*

 Street* Signature

 City, State, ZIP* Name and Title of Signatory*

 Telephone Number*

 Facsimile Number*

*Typed or printed in ink.

RETURN THE FOLLOWING DOCUMENTS AS A PDF FILE WITH YOUR BID RESPONSE
 UPLOADED TO THE MITN WEBSITE:

1. Form of Proposal (2 pages)
2. Towing Services Fee Proposal (2 pages)
3. Fee Schedule (2 pages)
4. Statement of Qualifications (3 pages)
5. Towing Services Disclosure Form (3 pages)
6. References (1 page)
7. Exhibit A – Equipment List
8. Exhibit B – Description of Tow Yard
9. Company Overview (1 page)

Please provide the documents in the order listed above.

IMPORTANT DATES:

- | | |
|---|---------------------------------------|
| • RFP Issued | 12/5/2021 (Posted to MITN website) |
| • Prebid RSVP Deadline | 01/13/2022 (RSVP via email) |
| • Prebid Meeting | 01/17/2022 (10:00 a.m.) |
| • Question Deadline | 03/16/2022 (Submitted via email) |
| • Proposal Due Date (No later than 2:00 p.m.) | 05/31/2022 (Uploaded to MITN website) |

CITY OF LIVONIA TOWING SERVICES FEE PROPOSAL

COMPANY NAME: _____

GROUP A - TOWING CITY OWNED VEHICLES AND EQUIPMENT

#	DESCRIPTION	FEE
1	5,000 GVWR and under	
2	5,001 to 10,000 GVWR	
3	10,001 GVWR and over	
4	Tire change on City vehicles	
5	Jump start city vehicles	
6	Winching of City vehicles	
7	Charge per mile if beyond City limits	
8	Street sweep requested by Police (no vehicles present)	
9	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	
10	Lock out on City vehicle within 1 mile of City limits	

GROUP B – TOWING OF PRIVATELY OWNED VEHICLES AT THE REQUEST OF THE POLICE DEPARTMENT

#	DESCRIPTION	FEE
11	Cars and small trucks from surface locations	
12	Cars and small trucks from freeways	
13	Flatbed charge	
14	Dollies	
15	Medium duty trucks from surface roads per hour (one hour minimum)	
16	Medium duty trucks from freeways per hour (one hour minimum)	
17	Heavy duty trucks from surface locations per hour (one hour minimum)	
18	Daily storage charge	
19	Standard sweep/cleanup of debris from accident scene involving vehicles	
20	Standard spill containment/environmental cleanup of vehicle fluids	
21	Remove license plate for Police Department	
22	Disconnecting linkage	
23	Extra labor hourly rate (if required)	

GROUP C – ADDITIONAL SERVICES PRIVATE CITIZENS REQUESTED THROUGH THE POLICE DEPARTMENT

#	DESCRIPTION	FEE
24	Lockout	
25	Jump start	
26	Pull start service (used to start large vehicle)	
27	Delivery of gas (plus the cost of fuel)	
28	Towing within city limits	
29	Tire change	
30	Winching	
31	Medium duty winch vehicle recovery (one hour minimum)	
32	Heavy duty winch vehicle recovery (one hour minimum)	

CITY OF LIVONIA TOWING SERVICES FEE PROPOSAL**COMPANY NAME:** _____**GROUP D – SUPPLEMENTAL SERVICES OFFERED BY THE TOW COMPANY**

#	DESCRIPTION	FEE
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

Statement of Qualifications – Towing Services

Contractors must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: _____

Address _____

Contact Person: _____ Title _____

Phone No. _____ Email _____

Number of years operating under your present name: _____

Number of years present owners have owned the company: _____

Number of years of experience the current owner has in providing towing services to municipalities _____ years.

Does your company presently operate a tow yard within the city limits of Livonia?
 ____ Yes ____ No

If your response to the previous question was "no," Does your company have an approved site plan to establish a towing operation in the City of Livonia as provided by the City of Livonia Planning Commission? ____ Yes ____ No (If yes, provide a copy of approved plan with proposal submission)

List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Years Serviced (From/To)

Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided

General nature of work performed by your company:

List the members of the team who will be assigned to manage towing services on behalf of the contractor and the roles they will perform. Attach copies of the resumes of the persons listed below:

Name	Title	Role	Years of Experience

What challenges do you foresee?

What is included in your base price for services? What services will incur additional fees:

The contractor agrees to only dispatch trucks and equipment which bear the name of the contractor to City of Livonia requests for service.

YES _____ NO _____

My company has sufficient equipment to dedicate to servicing the City of Livonia Towing Services contract exclusively? _____ YES _____ NO

We have completed Exhibit "A" – Towing Services Contract Equipment and included it as a part of our attached bid _____ YES _____ NO (You must use the City's form)

Please attach to your proposal response a detailed written description of your tow yard along with the physical address and pictures of the tow yard. Label tow yard information "Exhibit B – Tow Yard Description"

Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by Livonia Police Department

Customer Phone No.: _____

24-Hour Livonia Police Phone No.: _____

COMPANY NAME: _____

Proposed Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	
Saturday	
Sunday	
Holidays	

What value added services in addition to those specified can your company provide?

DESCRIPTION OF SERVICE	FEE

Provide the street address within Livonia City limits where the tow yard is located.

Major cross streets: _____

Size of tow yard: _____

COMPANY NAME: _____

REFERENCES – TOWING SERVICES
Complete contact information for all references must be provided.

COMPANY NAME: _____

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Work:	
Company Contact Person:	Title:
Phone Number:	Email:

EXHIBIT A - TOWING SERVICES EQUIPMENT INVENTORY

Company Name: _____

Address where equipment is located:

Contact information for person with whom an inspection of equipment listed can be scheduled:

Name: _____ Title: _____

Phone No.: _____ Email: _____

List all equipment that will be available for the dedicated servicing of the City of Livonia Towing Services Contract. (Please group like items together)

[illegible]

The City Livonia reserves the right to inspect all equipment listed as part of bid evaluation and throughout the term of contract if awarded. Failure to make all equipment listed available for inspection may be grounds for rejection of bid.

EXHIBIT B – DESCRIPTION OF TOW YARD

Physical Address _____

Major cross streets: _____

Size of Lot (Acres/Square Footage): _____

Attach photos of lot and written description below:

TOWING SERVICES - SPECIFICATIONS

During the term of the Contract, Contractor shall provide services as set forth in this section.

Towing and/or storage of non-City owned or leased vehicles, including abandoned vehicles and items found in vehicles, as requested by the City.

Auctioning vehicles designated for auction by the City. Such services shall be provided in the manner set forth in the Specifications.

CONTRACTOR REQUIREMENTS

Contractor shall have available at any one time a minimum of five (5) radio/cell phone dispatched tow trucks to respond to requests for services by the City, the Police Department, Fire Department and/or the Public Services Department. Types of tow vehicles which must be available for dispatch to City of Livonia incidents include:

- 3 Flatbed
- 1 Medium Duty
- 1 Heavy Duty

The Contractor's tow trucks must be minimally equipped with the equipment enumerated in the Specifications and be clearly and permanently marked with the name of the successful bidder and driven by properly trained and licensed drivers. The successful contractor shall dispatch only tow trucks that bear its name to routine requests for service.

The Contractor shall maintain an impound lot within the City limits of Livonia, Michigan, in compliance with all City ordinances, including any conditions imposed by the City's Zoning Board of Appeals pursuant to Zoning Ordinance Section 21.06.

Compensation for Services. For services rendered to persons/entities other than the City, Contractor shall abide by the rates set forth in the Livonia Code of Ordinances, Section 10.21.020, as amended. Upon City Council approval, Section 10.21.020 shall be amended to reflect the negotiated rates to take effect on the date specified in the contract. For services rendered to City for which Contractor may charge a fee, Contractor shall forward all invoices to the Chief of Police on a monthly basis. An invoice for special equipment or added service fees must be itemized and contain a written justification for such added fees. For services rendered to the City by Contractor for a fee when requested by authorized personnel of the City, the City agrees to pay Contractor as set forth in the Table of Fees attached. Payment shall be made within 45 days for services satisfactorily performed. For services rendered to others, Contractor shall collect all fees from the vehicle's owner. It is not the responsibility of the City to collect or guarantee payment of such charges

Abandoned Vehicles. Contractor shall, during the term of Contract, provide the services to abandoned vehicles as set forth in the Specifications.

Impound/Storage Lot. Contractor agrees to maintain, within the City of Livonia, during the term of this Contract, an Impound/Storage Lot satisfying the requirements of the Specifications. Contractor shall be responsible for obtaining all permits, licenses or approvals for such use from the City prior to commencing work under this Contract.

Storage of Vehicles. Vehicles towed to the lot shall be stored with at least four (4) feet of space on each side of the vehicle to allow for access to the vehicle. Unless specifically authorized by the Police Department, towed vehicles will not be disposed of in any way. The Contractor shall be responsible for all maintenance and repair of the impound lot. Contractor agrees to correct any deficiencies within ten (10) days of notice of violation from the City.

Required Equipment, Maintenance, Radio Equipment.

Contractor shall have available for use within the City at all times when this Contract is in effect the towing vehicles as set forth in the Specifications. All vehicles and equipment shall be maintained in good mechanical condition and shall be subject to periodic inspections by the City. All towing vehicles must be equipped with communication devices (cell phone or radio) capable of covering all of the territory within the City limits.

Invoices to Owners. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee.

Required Dispatch Location. Contractor shall have the capability during the term of contract to dispatch required equipment to locations as requested by the City of Livonia 24 hours a day 7 days a week including holidays.

Use of Lot for Auctions. Contractor shall comply with all applicable City Ordinances and/or regulations with respect to any auction conducted pursuant to this Contract. In addition, the Contractor shall comply with the Auction requirements set forth in the Specifications.

Owner's Request for Tow. Nothing contained in this Contract or the Specifications shall prevent the owner or operator of a motor vehicle from calling a tow truck of its own choice, at its own expense, or requesting that its vehicle be towed to a garage or compound other than that of the Contractor, provided such services can be promptly provided. **Under no circumstance shall the Contractor recommend a repair or collision shop to vehicle owner.**

Service Call Cancellation. The City reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the City or owner or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner, in the opinion of the Police Officer in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call, without providing towing service, does not constitute a service call for which charges are applicable.

Wrecker Personnel, Requirements and Availability. The towing company shall operate and maintain for the City of Livonia at least (5) five tow trucks, or equivalent (flat-bed type vehicles) twenty-four hours a day, seven days a week. Response time will be within twenty (20) minutes at all times. The successful towing company will provide the City of Livonia with a list of the names and addresses of all current employees/drivers upon request of the City and shall immediately notify the City of all changes in employees/drivers. All employees/drivers shall be licensed as provided by applicable Federal, State, and local laws and ordinances. Additionally, there must be proper licensure of business and vehicles meeting all the requirements of the State of Michigan and any applicable ordinances.

Also, all employees must:

- Be able to speak, read and accurately write the English Language
- Possess a valid Michigan operator's license
- Be sufficiently trained in the proper handling of vehicles so as to prevent damage to any vehicle resulting from their being towed.

A background investigation may be conducted on the towing company and each employee. The awarded contractor shall maintain adequate staffing in order to insure proper response to any and all Police requirements of impounding vehicles; and moreover, subject to the approval of the Livonia Police Department, shall provide back-up staffing from any other source should normal staff levels decline.

Record Keeping Documentation

Records and invoices shall be kept by the designated towing contractor detailing all services rendered, including description of vehicles, locations from which they were towed or impounded, record of the mileage, and any other information which the City shall require. These records shall be maintained and kept throughout the term of this contract (plus one year) and shall be made immediately available to the City for inspection upon request. Contractor shall be able to provide records electronically to the Police Department upon request.

The City of Livonia reserves the right to request an audit of the contractor's records at any time during the contract term. If requested, the contractor shall produce and deliver an electronic file with the requested information to the City of Livonia.

Should the Contractor take possession of a vehicle with a license plate it shall ensure that the license plate number is included in the records kept regarding the vehicle. In the event that a vehicle has its license plate removed while in the possession of the Contractor the removal of the license plate shall be documented including the disposition of the license plate once removed from the vehicle.

Every time the tow yard releases an abandoned or impounded vehicle, they must immediately call Livonia Police Dispatch at 734-466-2470 and report the type of release (e.g., redeemed, sold at auction, scrapped, etc.)

General

The successful bidder shall, upon request, furnish information to customers regarding their hours of operation, vehicle location, and fees. **CHARGES OTHER THAN THOSE STATED IN THE PRICING SECTION WILL NOT BE ALLOWED.**

The towing contract, in whole or in part, may not be assigned or sub-contracted. Further, the principal(s) agree not to sell or assign their interests in the company without prior consent of the City. Further, the successful towing contractor warrants and represents that it is familiar with the towing and impoundment requirements of the City and is capable of rendering all services as required herein. **The towing contractor shall not dispatch vehicles other than those marked with their company name to incident sites.**

No Police scanners will be allowed in the Contractor's towing vehicles.

The awarded contractor will display their company name and phone number prominently and permanently on all tow vehicles used in accordance with this contract. Also, all tow vehicles will have a broom, shovel and a fully charged fire extinguisher available at all times and contractor's employees shall be responsible for cleaning up towing scenes as part of the contracted service.

The awarded contractor shall tow and store all vehicles being held from the existing tow firm at no charge to the City of Livonia.

The awarded contractor must fully cooperate with any paperwork and/or procedures that are required or requested in regard to this contract by the Livonia Police Department.

Documentation must be provided with proposal certifying that the person signing the bid is authorized to bind the company in a contractual obligation with the City of Livonia.

Definition of City-owned vehicle: Any and all vehicles owned in whole or part by the City of Livonia or any of its entities.

CONTRACT DURATION

The successful bidder shall be awarded a contract for a period of three (3) years with two three-year (3) year renewal option exercised at the sole discretion of the City.

STORAGE CHARGES

Storage charges shall not begin to accrue until vehicle has been at storage facility for twenty-four hours.

TOWING SERVICES DISCLOSURE FORM

NAME OF COMPANY: _____

NAMES & TITLES OF PRINCIPLE OFFICERS

NAME	TITLE

1. Is anyone with a stake or interest in your company an elected/appointed official of the City of Livonia, employed by or related to a City of Livonia employee?

Yes _____ No _____

If yes, please provide the names and nature of the relationships between your company and City of Livonia officials/personnel.

2. Does the company named above or any of its owners/employees have any established relationships or investments with auto parts companies? _____ Yes _____ No

If yes, please provide specific information specifics: _____

3. Does the company named above have any familial relationships with City of Livonia personnel (appointed, elected or civil service)?

_____ Yes _____ No

If yes, state the name of the company personnel and describe the type of relationship had with a City of Livonia elected or appointed officials or civil service employees.

4. Is the company submitting this bid up to date with property taxes, water bills or other obligations owed to the City of Livonia, Michigan?

_____ Yes _____ No

If no, please describe indebtedness to the City of Livonia and what is being done to

Towing Services Disclosure Form Page 2 of 3

resolve outstanding monies owed.

5. Has any employee, owner, stakeholder of the company submitting this bid ever been employed by the City of Livonia in any capacity? _____ Yes _____ No

[illegible]

6. Does the company submitting this bid know of any relationship, business arrangement, or connection to the City of Livonia which could be looked upon as a conflict of interest and should be disclosed? Disclosure of connections to the City of Livonia or its personnel do not necessarily mean that the vendor is disqualified from consideration of award.

7. Bidder shall disclose all relationships with recycling vendors, body/collision shops, scrap processing or used car businesses. Add additional sheet if necessary.

[illegible]

Towing Services Disclosure Form Page 3 of 3

As an authorized representative of the company submitting a bid response, I do affirm that the information presented in this disclosure form is true and accurate.

Authorized Signature: _____ Date _____

Print Name: _____ Title: _____

Phone No.: _____ Email: _____



Date: January 28, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – Towing and Impound Services

Addendum No. 1 is being issued to address questions and clarifications from the prebid meeting held on January 17, 2022.

The following firms were in attendance:

Livonia Towing	Suburban Fleet Wrecker
Westland Car Care Towing	J & T and Mayflower Towing

CLARIFICATIONS

- It was stated at the prebid meeting and in a reminder sent out to potential bidders that the prebid meeting was mandatory and that proposals would only be accepted from firms in attendance. This statement was incorrect. The bid documents published do not specify that attendance at the prebid meeting was mandatory. The City will consider proposals from firms not in attendance at the prebid meeting.
- Questions regarding the RFP shall be submitted in writing to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov.
- Bids must be submitted electronically via upload to the MITN website in Adobe Acrobat PDF format.
- Physical bid submissions will not be accepted.
- Vendors shall use forms provided in the RFP to furnish information requested by the City of Livonia. Should vendors wish to supplement information requested on City forms they may attach additional information.
- Bidders should pay close attention to the insurance and bonding requirements. Work cannot commence until approved insurance and bonding documents are on file.
- Bidders shall familiarize themselves with the requirements of the RFP and ensure that the response submitted demonstrates an ability to meet the minimum requirements and perform the duties set forth in the RFP.

- Firms who did not receive the bid documents for Towing Services from the MITN website or directly from the Purchasing Manager should notify the Purchasing Manager and request an official copy of the bid documents.
- A copy of the sign-in sheet from the prebid meeting is attached.

QUESTIONS:

Question #1: Will the City entertain proposals for companies with tow/impound facilities within 3-5 miles of Livonia city limits?

City Response: No.

Question #2: How does the City define 5 years of experience?

City Response: Five years of experience providing services of similar scope and size to the services requested in the RFP. This experience can be the experience of the owner, the business, its employees or any combination thereof.

Question #3: Does the requirement for 24/7 equipment availability require that staffing be maintained 24/7 as well?

City Response: The City requires that the contractor maintains staffing that is able to respond within 20 minutes of receiving a call for service.

Question #4: Will the ordinance number be changed when the new rates are set by City Council?

City Response: To be determined.

Question #5: Will the contractor be required to honor rates specified in their proposal response to private citizens who independently place calls for service?

City Response: The rates established resulting from the RFP will be applicable to calls for service initiated by the City of Livonia in response to incidents or accidents taking place within the City limits of Livonia.

Question #6: Please clarify the lot size requirements for towing and impound services.

City Response: Contractor shall propose a single location where towed and impounded vehicles can be stored within the City limits of Livonia, Michigan. The location proposed shall be able to accommodate:

- Three (3) feet of clearance on all sides of the vehicle (both sides, front and rear.)
- The location shall have a staffed office on site where the public may come in-person during business hours to make inquiry, payment or retrieve vehicles.
- The location shall have a phone number which can be called and answered during business hours and where messages can be left outside of business hours.
- The location must have exterior signage which prominently displays the contractor's name, phone number, address and business hours.
- The tow yard shall be a secure location which is equipped with perimeter fencing and video surveillance.
- The tow yard site shall be capable of accommodating up to 80 vehicles on a daily basis while maintaining the spacing of three feet on all sides of the vehicles stored.
- The lot shall be able to accommodate the storage of a semi-truck with trailer
- The lot shall be able to accommodate in-door storage of a minimum of two cars. There are times when high profile or damaged vehicles need to be stored indoors onsite to protect them from the elements or prevent further damage
- The proposed tow yard shall allow for a minimum of three acres of vehicle storage (not including office space or indoor storage).

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their bid response. Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted.

---ADDENDUM NO.1 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name:_____

Signature:_____

Title: _____

Print Name:_____ Date_____



Date: MARCH 17, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 2 – TOWING AND IMPOUND SERVICES

Addendum No. 2 is being issued to clarify the deadline for submitting questions. Please be advised that the question deadline for Towing and Impound Services is **March 18, 2022 no later than 4:00 p.m.** Questions should be submitted via email to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov.

All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their bid response.

---ADDENDUM NO. 2 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT--

-

Company Name: _____

Signature: _____

Title: _____

Print Name: _____ Date _____



Date: April 12, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 3 – Towing and Impound Services (5 Pages)

Addendum No. 3 is being issued to address questions received. The City's responses to questions received are in italics below. **Please note that proposal responses are to be submitted using the revised fee proposal form attached to Addendum No. 3.**

1. What is the question submittal deadline?
 - a. There appear to be two question deadline dates. In the RFP document at page one is a question deadline of March 18, 2022, but on page 5 it states March 16, 2022. As well, there is no final submittal time indicated. On the MITN website notice page under dates and description it states questions are due by March 18 at 4pm. What is the correct question deadline? When will responses to all questions be posted?

Please refer to Addendum No. 2 which was issued on 03/17/2022.

2. If the proposed bidder meets the minimum qualifications requested in the RFP to show intent to establish towing operations and is approved by the City of Livonia Planning Commission, would they be considered city based for the purposes of evaluation of this RFP? Or, would it be at the time that the proposed site plan has been approved by the City of Livonia Planning Commission?
 - a. This is from the RFP at p. 2:
 - i. At the time of bid submission operate a tow yard and provide the services described in the specifications within the city limits of Livonia, Michigan **OR** demonstrate serious intent to establish towing operations within the City limits of Livonia as evidenced by
 1. Submission of approved site plans by the City of Livonia Planning Commission submitted with proposal response.
 2. Proof of adequate equipment and staffing as required by the RFP
 3. Demonstrated ability to be fully operational within thirty (30 days) of City Council approval of contract

In order to be considered City based the vendor must be established and paying taxes in the City of Livonia. See Livonia City Code Section 3.04.140 E. City based firm means a firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

3. Based on City of Livonia's purchasing ordinance 3.04.140 D, Qualified Based Services QBS. Is this contract a non-revenue / expense contract?

Addendum No. 3 – Towing and Impound Services

- a. The basis for the question is the Towing Services Contract Language – “The City of Livonia is not responsible for the collection of payment of any charge for services tendered by the reason of the City of Livonia having dispatched the service. Unless such service is applicable to City owned or City leased equipment and such charge is authorized by the agreement. All such services shall be charged only to the owner/ lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City of Livonia for any towing or storage charges unless otherwise authorized by the agreement.”

No. Section 3.04.140 D2b is not applicable to the RFP for Towing and Impound Services. The criteria for selection of the provider are listed in Section I.” RFP Evaluation and Vendor Selection” of the RFP.

4. If this is a non-revenue / expense contract would the Livonia based business preference still be applicable?
 - a. Basis: Page one RFP Livonia based preference - “In comparing bids, the bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract in an amount of \$100,000 or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E.1. of the Livonia Code of Ordinances, as amended).”

As per Section 3.04.130 E City based firm means a firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

5. Is there a reason the City of Livonia did not issue an RFQ vs RFP based on the city procurement ordinance section 3.04.140 Bids—Required when—Procedures—Council authority?

The City used its sole discretion to select the competitive bidding method.

6. When it states at page 2 under Evaluation Committee that “A Contractor will be selected by the City Council for the purpose of negotiating a contract”, will rates and prices be re-negotiated at that time?

The City reserves the right to negotiate fees based on pricing offered but it does not anticipate doing so.

7. Can you please provide the current rates for towing service fees for Group A, B and C (Page six of the RFP)?

See attached.

Addendum No. 3 – Towing and Impound Services

8. MCL 257.676d prohibits a wrecker service from offering a local unit of government a payment, fee or commission to induce the local unit of government to enter into a contract with or secure business for the wrecker service. It also prohibits a local unit of government from requiring accepting a fee in return for securing business for the wrecker service. On page 6, the fee proposal, if someone bids \$0.00 for any Group A, City Owned Vehicle service, would that be a violation of 257.676d, unless the same service, if done for Group C is also \$0.00? If Group A fees are greater than \$0.00 but less than Group C fees, is that a violation, being a discount?

Addendum No. 3 provides a revised price sheet.

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response.

---ADDENDUM NO.3 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT--

Company Name: _____

Signature: _____

Title: _____

Print Name: _____

Date _____

**ADDENDUM NO. 3 – REVISED FEE PROPOSAL
CITY OF LIVONIA TOWING AND IMPOUND SERVICES
PROPOSED FEE SCHEDULE**

**COMPANY
NAME:**

#	Description	Fee
1	5,000 GVWR and under	
2	5,001 to 10,000 GVWR	
3	10,001 GVWR and over	
4	Tire change	
5	Jump Start	
6	Winching	
7	Medium duty winch vehicle recovery (one hour minimum)	
8	Heavy duty winch vehicle recovery (one hour minimum)	
9	Charge per mile if beyond City limits	
10	Street sweep requested by Police (no vehicles present)	
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	
12	Lockout	
13	Cars and small trucks from surface locations	
14	Cars and small trucks from freeways	
15	Flatbed charge	
16	Dollies	
17	Medium duty trucks from surface roads per hour (one hour minimum)	
18	Medium duty trucks from surface locations per hour (one hour minimum)	
19	Heavy duty trucks from surface locations per hour (one hour minimum)	
20	Daily storage charge	
21	Standard sweep/cleanup debris from accident scene involving vehicles	
22	Standard spill containment/environmental cleanup of vehicle fluids	
23	Remove license plate for Police Department	
24	Disconnecting linkage	
25	Extra labor hourly rate (if required)	
26	Pull start service (used to start large vehicle)	
27	Delivery of gas (plus cost of fuel)	
28	Towing within City limits	
29	Tire change	

10.21.010 - Impounded vehicle—Redemption conditions and costs.

- A. Before the owner or person in charge of such impounded vehicle is permitted to remove the same from the custody of the police department, he or she shall furnish evidence of his or her identity and ownership, he or she shall sign a receipt, and he or she shall pay a fee to cover costs of removal, in amounts not to exceed the following:
 - 1. Ninety-five dollars (\$95.00) for towing cars and small trucks from surface locations;
 - 2. One hundred fifteen dollars (\$115.00) for towing cars and small trucks from freeways;
 - 3. One hundred forty-five dollars (\$145.00) per hour (one-hour minimum) for towing medium trucks;
 - 4. Two hundred dollars (\$200.00) per hour (one-hour minimum) for towing large trucks (including semi-tractors and trailers, cement trucks, etc.).
- B. In addition to the foregoing, amounts not to exceed the following may also be charged:
 - 1. A storage fee of not to exceed twenty dollars (\$20.00) for each day or fraction of a day said vehicle is stored in the vehicle pound after noon on the day following the day the vehicle is impounded;
 - 2. A fee not to exceed five dollars (\$5.00) for removal of a license plate;
 - 3. A fee for extra labor (if required) not to exceed sixty-five dollars (\$65.00) per hour.
- C. No person or entity shall be contracted or authorized to tow or store impounded vehicles whose charges for any of the foregoing services exceed the rates set forth in subsections A and B of this section.

(Ord. No. 3013, § 15, 7-11-2016)



Date: April 25, 2022

From: Enna A. Bachelor, Purchasing Manager

To: Prospective Bidders

Subject: Addendum No. 4 – Towing and Impound Services

Addendum No. 4 has been issued to revise the City's response to Addendum No. 1 – Question #6, which reads: Please clarify the lot size requirements for towing and impound services.

Addendum No. 1 – Question #6 Response	Addendum No. 4 – Question #6 Response <i>Revised</i>
Contractor shall propose a single location where towed and impounded vehicles can be stored within the City limits of Livonia, Michigan. The location proposed shall be able to accommodate: • Three (3) feet of clearance on all sides of the vehicle (both sides, front and rear.) • The location shall have a staffed office on site where the public may come in-person during business hours to make inquiry, payment or retrieve vehicles. • The location shall have a phone number which can be called and answered during business hours and where messages can be left outside of business hours. • The location must have exterior signage which prominently displays the contractor's name, phone number, address and business hours. • The tow yard shall be a secure location which is equipped with perimeter fencing and video surveillance. • The tow yard site shall be capable of accommodating up to 80 vehicles on a daily basis while maintaining the spacing of three feet on all sides of the vehicles stored. • The lot shall be able to accommodate the storage of a semi-truck with trailer • The lot shall be able to accommodate in-door storage of a minimum of two cars. There are times when high profile or damaged vehicles need to be stored indoors onsite to protect them from the elements or prevent further damage • The proposed tow yard shall allow for a minimum of three acres of vehicle storage (not including office space or indoor storage).	The contractor shall propose a single location where towed and impounded vehicles can be stored within the City limits of Livonia, Michigan. The location proposed shall be able to accommodate: • Three (3) feet of clearance on all sides of the vehicle (both sides, front and rear.) • Parking spaces for impounded/towed vehicles shall be a minimum of 10'x20' • The location shall have a staffed office on site where the public may come in-person during business hours to make inquiry, payment or retrieve vehicles. • The location shall have a phone number which can be called and answered during business hours and where messages can be left outside of business hours. • The location must have exterior signage which prominently displays the contractor's name, phone number, address and business hours. • The tow yard shall be a secure location which is equipped with perimeter fencing and video surveillance. • The tow yard site shall be capable of accommodating up to 80 vehicles on a daily basis while maintaining the spacing of three feet on all sides of the vehicles stored. • The lot shall be able to accommodate the storage of a semi-truck with trailer • The lot shall be able to accommodate in-door storage of a minimum of two cars. There are times when high profile or damaged vehicles need to be stored indoors onsite to protect them from the elements or prevent further damage

All other provisions of the bid remain the same. The bid due date remains the same. Bidders shall sign and return addendum acknowledgment with bid response.

----Addendum No. 4 – Towing and Impound Services- Acknowledgement----

Company Name: _____

Authorized Signature _____ Date _____

Print Name: _____ Title _____



Date: May 2, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 5 – Towing and Impound Services

Addendum No. 5 is being issued in response to the following question:

QUESTION: For the 5-year experience requirement (RFP page 2 and page 9 of the Statement of Qualifications), experience of employees and staff count toward the experience total. In that same vein, if an applicant that has shown the requisite intent to secure property in Livonia, but has not paid real or personal taxes for a year yet has staff members or employees that live in Livonia or otherwise have paid Livonia real or personal taxes for a year or more, will that qualify that vendor as City based? It would seem that if staff/employee experience is to be counted, then staff/employee tax paying should likewise be counted. Can you confirm this?

CITY'S RESPONSE: City of Livonia Code of Ordinances subsection 3.04.140.E.2 defines a "City-based firm" as:

A firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

Experience as a residential taxpayer plays no role in determining whether a bidder is a City-based firm.

All other provisions of the RFP remain the same. The due date remains the same. Please return acknowledgement for Addendum No. 5 with your proposal response uploaded to the MITN website.

---ADDENDUM NO.5 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: _____

Signature: _____

Title: _____

Print Name: _____ Date _____



Date: May 13, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 6 – Towing and Impound Services

Addendum No. 6 is being issued to clarify insurance and bond requirements for the RFP.

BOND REQUIREMENTS

There are no bonds required.

INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph, nor shall the contractor permit any subcontractor to commence work on his subcontract until he has obtained the insurance herein required.

a. Worker's Compensation Insurance. The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any case any such work is sublet, the contractor shall require the subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

b. Contractor's Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

c. Owner's and Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance, in the name of the City, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limits for each person, in an amount not less than \$1,000,000 for damage to property. Such insurance shall include motor vehicle exposure and specific coverage, by endorsement, which shall be described in the following manner:

"It is understood and agreed that such insurance as if afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this contract, including excavation or tunneling and damage sustained by wires, conduits, mains,

Addendum No. 6 – Towing and Impound Services

sewers and the like, occasioned by the contractor's subsurface operations."

d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.

(1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

(2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

Proof of Carriage of Insurance

The contractor shall provide the City, at the time this contract is returned by him for execution, the certificates listed below. A guarantee that thirty (30) days' notice will be given to the City prior to cancellation of, or change in, any insurance coverage shall be endorsed on each certificate:

- a. Four (4) copies of Certificate of Coverage of Contractor's Worker's Compensation Insurance.
- b. Four (4) copies of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
- c. Four (4) copies of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
- d. Four (4) copies of Certificate of Coverage of Contractor's Protective Public Liability and Property Damage Insurance.

The due date remains the same. Please return acknowledgement for Addendum No. 6 with your proposal response uploaded to the MITN website.

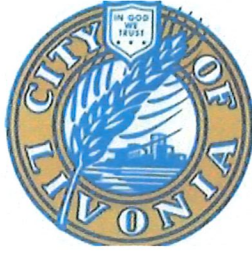
---ADDENDUM NO. 6 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

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Company Name: _____

Signature: _____ Print Name _____

Title: _____ Date: _____



Date: May 31, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 7 – Towing and Impound Services

Addendum No. 7 is being issued to clarify required proposal submittals. Please provide the information requested below in the order listed.

1. Form of Proposal
2. Revised Fee Proposal (See Addendum No. 3)
4. Statement of Qualifications
5. Towing Services Disclosure Form
6. References
7. Exhibit A - Equipment List
8. Exhibit B - Description of Tow Yard
9. Company Overview

All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their proposal response.

-ADDENDUM NO. 7 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT-

Company Name: _____

Signature: _____ Print Name _____

Title: _____ Date: _____

QUESTION SENT IN ADVANCE TO LIVONIA TOWING

FEE SCHEDULE	LIVONIA TOWING
1-3	What would you estimate is the average number of miles for a tow?
4	What causes the fee to exceed \$75? In what increments does the price increase?
6	What is the fee range for this service? What would cause a person to be charged more than the minimum?
13	Is this charge for towing from the tow location to the tow yard? Is there a different fee to tow to an alternate location?
14	Is this charge for towing from the tow location to the tow yard? Is there a different fee to tow to an alternate location?
21	Explain what would cause a higher amount than \$50 to be charged. In what increments does the fee increase?
21	Explain what would cause a higher amount than \$50 to be charged. In what increments does the fee increase?
27	How is the fuel cost determined? How much gas is provided?

ADDITIONAL INTERVIEW QUESTIONS:

1. How many active towing contracts is your firm currently engaged in? Do you anticipate taking on any additional towing contracts in the next year?

2. Is your proposed team a part of any of these other proposed contracts?

3. Describe how you will leverage technology to support this contract.

4. Tell us about a time when your towing company had to resolve a billing dispute with a customer and with a municipality. Have you ever gone to court to resolve a billing dispute?

5. Why is your firm the best firm for this contract?

QUESTION SENT IN ADVANCE TO AREA TOWING

FEE SCHEDULE	AREA TOWING
9	Is there at distance at which additional charges would accrue?
10-11	Is there a charge to the owner of the vehicle?
13	Is this charge for towing from the tow location to the tow yard? Is there a different fee to tow to an alternate location?
17	Is the rate the same for both surface street and freeway locations?
19	What is the cost for freeway locations?
27	How is the fuel cost determined? How much gas is provided?

ADDITIONAL INTERVIEW QUESTIONS:

1. Please explain why you offer three different variations of pricing when an addendum was issued to request a single fee schedule for all services rendered?
2. How many active towing contracts is your firm currently engaged in? Do you anticipate taking on any additional towing contracts in the next year?
3. Is your proposed team a part of any of these other proposed contracts?
4. Describe how you will leverage technology to support this contract.
5. Tell us about a time when your towing company had to resolve a billing dispute with a customer and with a municipality. Have you ever gone to court to resolve a billing dispute?

6. Why is your firm the best firm for this contract?
7. Discuss safety training provided to workers.
8. Is there a charge for unhooking a vehicle?
9. Items 1-3: Is it understood that the fees offered are for a tow to the tow yard?

TOWING & IMPOUND SERVICES PRICING COMPARISON

#	Description	AREA	LIVONA	QUESTIONS
1	5,000 GVWR and under (one hour minimum)	\$150.00	\$85 + \$5 per mile	What is the avg # of miles
2	5,001 to 10,000 GVWR (one hour minimum)	\$175.00	\$150 + \$5 per mile	What is the avg # of miles
3	10,001 GVWR and over (one hour minimum)	\$225.00	\$250 + \$10 per mile	What is the avg # of miles
4	Tire change	\$75.00	Surface \$65	
5	Jump Start	\$75.00	\$65	
6	Winching	\$100.00	Starts @ \$75	Livonia Towing: What is the fee range for this service? What would cause a person to be charged more than the minimum?
7	Medium duty winch vehicle recovery (one hour minimum) 16,001-26,000 GVWR	\$225.00	\$150	
8	Heavy duty winch vehicle recovery (one hour minimum) 26,001-33,000+ GVWR	\$325.00	\$250	
9	Charge per mile if beyond City limits	Included	\$5	
10	Street sweep requested by Police (no vehicles present)	No Charge to City	\$0	Area Towing: Is there a charge to the owner of the vehicle?
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	No Charge to City	\$0	Area Towing: Is there a charge to the owner of the vehicle?
12	Lockout	\$75.00	\$65	
13	Cars and small trucks from surface locations	\$150.00	Impound \$110	Livonia Towing: This is the fee for towing the vehicle from its location to the impound yard? Is there a different fee to tow it to an alternate location?
14	Cars and small trucks from freeways	\$150.00	Impound \$130	Livonia Towing: This is the fee for towing the vehicle from its location to the impound yard? Is there a different fee to tow it to an alternate location?
15	Flatbed charge	\$50.00	\$85 + \$5 per mile	
16	Dollies	Included	\$75	How often are dollies required?

#	Description	AREA	LIVONIA	QUESTIONS
17	Medium duty trucks from surface roads per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00	\$150	
18	Medium duty trucks from surface locations per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00	Freeway \$175	
19	Heavy duty trucks from surface locations per hour (one hour minimum) 26,001-33,000+ GVWR	\$325.00	\$250	
20	Daily storage charge (per calendar day)	\$30.00	\$20	
21	Standard sweep/cleanup debris from accident scene involving vehicles	Included	Starts @ \$50	
22	Standard spill containment/environmental cleanup of vehicle fluids	TBD	Starts @ \$50	AREA: What will determine the cost paid? LIVONIA: What determines whether the spill exceeds a cost of \$50
23	Remove license plate for Police Department	Included	\$5	
24	Disconnecting linkage	Included	\$75	
25	Extra labor hourly rate (if required)	\$95.00	\$75	
26	Pull start service (used to start large vehicle)	Included	\$150	
27	Delivery of gas (plus cost of fuel)	\$75.00	\$55	How is the fuel cost determined? How much gas is provided?
28	Towing within City limits	\$150.00	\$85 + \$5 per mile	
29	Tire change	See #4	Freeway \$75	

TOWING & IMPOUND SERVICES PRICING COMPARISON

#	Description	AREA	LIVONIA
1	5,000 GVWR and under (one hour minimum)	\$150.00	\$85 + \$5 per mile
2	5,001 to 10,000 GVWR (one hour minimum)	\$175.00	\$150 + \$5 per mile
3	10,001 GVWR and over (one hour minimum)	\$225.00	\$250 + \$10 per mile
4	Tire change	\$75.00	Surface \$65
5	Jump Start	\$75.00	\$65
6	Winching	\$100.00	Starts @ \$75
7	Medium duty winch vehicle recovery (one hour minimum) 16,001-26,000 GVWR	\$225.00	\$150
8	Heavy duty winch vehicle recovery (one hour minimum) 26,001-33,000+ GVWR	\$325.00	\$250
9	Charge per mile if beyond City limits	Included	\$5
10	Street sweep requested by Police (no vehicles present)	No Charge to City	\$0
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	No Charge to City	\$0
12	Lockout	\$75.00	\$65
13	Cars and small trucks from surface locations	\$150.00-	Impound \$110
14	Cars and small trucks from freeways	\$150.00	Impound \$130
15	Flatbed charge	\$50.00	\$85 + \$5 per mile
16	Dollies	Included	\$75
#	Description	AREA	LIVONIA
17	Medium duty trucks from surface roads per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00	\$150
18	Medium duty trucks from surface locations per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00	Freeway \$175
19	Heavy duty trucks from surface locations per hour (one hour minimum) 26,001-33,000+ GVWR	\$325.00	\$250
20	Daily storage charge (per calendar day)	\$30.00	\$20
21	Standard sweep/cleanup debris from accident scene involving vehicles	Included	Starts @ \$50
22	Standard spill containment/environmental cleanup of vehicle fluids	TBD	Starts @ \$50
23	Remove license plate for Police Department	Included	\$5
24	Disconnecting linkage	Included	\$75
25	Extra labor hourly rate (if required)	\$95.00	\$75
26	Pull start service (used to start large vehicle)	Included	\$150
27	Delivery of gas (plus cost of fuel)	\$75.00	\$55
28	Towing within City limits	\$150.00	\$85 + \$5 per mile
29	Tire change	See #4	Freeway \$

CITY OF LIVONIA – TOWING AND IMPOUND SERVICES

SITE VISIT & EQUIPMENT INSPECTION

BIDDER: SHANE ANDERS / AREA TOWING & RECOVERYLOCATION ADDRESS: 16550 Racho Road TAYLOR MI 48180ONSITE CONTACT: SHANE ANDERSTIME OF ARRIVAL: 945 AM TIME OF DEPARTURE: 10²⁰ AM 6/29/22

EQUIPMENT INSPECTION:

		COMMENTS:
1	Does the equipment bear the name of the bidder referenced above?	Portion / SEE Comments
2	Does the equipment inspected appear to be in good working order?	YES
3	Does the equipment offered for inspection meet the minimum RFP requirements of: ☒ 3 Flatbeds ☐ 1 Medium Duty ☐ 1 Heavy Duty	} SEE Additional Comments
4	Is the equipment clearly and permanently marked with the name of the vendor?	SEE Comments

1155 AM

TOW YARD INSPECTION

12719 Inkster Rd LIVONIA MI 48180

1	Does the property visited match the description and photos provided in the proposal response?	YES
2	Is the lot specified in the RFP response located within the City limits of Livonia, MI?	YES
3	Does the tow yard have facilities to accommodate indoor storage of vehicles at least 2 vehicles?	YES
4	Is the tow yard equipped with perimeter fencing and security cameras?	YES / NO AT THIS TIME
5	Does the tow yard have indoor office area suitable for interaction with customers	YES

Name of Bidder: SHANE ANDERS / AREA TOWING & RECOVERY

Additional Comments:

TWO SITES INSPECTED AND PHOTOGRAPHED.
ONLY THE CITY OF LIVONIA 12719 INKSTER RD
SITE CONSIDERED FOR TOW YARD INSPECTION FOR
RFP PURPOSE.

QUESTIONS

1/3 COMMENT & EXPLANATION:

EQUIPMENT OBSERVED AT 16550 RACHO RD
SITE, INCLUDED A COMBINATION OF AREA TOWING
AND STAR TOWING & RECOVERY. THE MEDIUM DUTY
WRECKER WAS NOT ON SITE, DUE TO MAINTENANCE
ISSUES. THE HEAVY DUTY WAS MARKED STAR
TOWING & RECOVERY. THE BIDDER DOES OWN
AMPLE EQUIPMENT OBSERVED ON SITE.

CITY OF LIVONIA – TOWING AND IMPOUND SERVICES

SITE VISIT & EQUIPMENT INSPECTION

BIDDER: DIANE WILSON / LIVONIA TOWING
 LOCATION ADDRESS: 12955 LEVAN Rd LIVONIA MI 48150
 ONSITE CONTACT: DIANE WILSON
 TIME OF ARRIVAL: 1050 AM TIME OF DEPARTURE: 1130 AM 6/29/22

EQUIPMENT INSPECTION:

		COMMENTS:
1	Does the equipment bear the name of the bidder referenced above?	YES
2	Does the equipment inspected appear to be in good working order?	YES
3	Does the equipment offered for inspection meet the minimum RFP requirements of: ☒ 3 Flatbeds ☒ 1 Medium Duty ☒ 1 Heavy Duty	YES
4	Is the equipment clearly and permanently marked with the name of the vendor?	YES

TOW YARD INSPECTION

1	Does the property visited match the description and photos provided in the proposal response?	YES
2	Is the lot specified in the RFP response located within the City limits of Livonia, MI?	YES
3	Does the tow yard have facilities to accommodate indoor storage of vehicles at least 2 vehicles?	YES
4	Is the tow yard equipped with perimeter fencing and security cameras?	YES
5	Does the tow yard have indoor office area suitable for interaction with customers	YES

Name of Bidder: DIANE WILSON / LIVONIA TOWING

Additional Comments:

SEE PHOTO'S OF EQUIPMENT & SITE

FINAL SCORING - TOWING & IMPOUND SERVICES

	MAX POINTS	AREA TOWING				LIVONIA TOWING			
		E-1	E-2	E-3	E-4	E-1	E-2	E-3	E-4
Experiences/References	30	30	30	30	30	30	30	30	30
Equipment	30	30	30	30	30	30	30	30	30
Condiiton of Tow Yard	25	25	25	25	25	25	25	25	25
Fee Schedule	15	10	10	12	10	15	15	15	15
		AVG				AVG			
		95	95	97	95	100	100	100	100
		95.5				100			

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- 04 Proposed Fee Schedule
- 07 Statement of Qualifications
- 14 Towing Services Disclosure
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- 22 Exhibit A - Equipment List/Insurance
- 40 Exhibit B - Description of Tow Yard
- 41 Company Overview
- 42 Addendum #1 - #7



May 31, 2022

City of Livonia
Attn: Ms. Enna Bachelor
33000 Civic Center Drive
Livonia, Michigan 48154

Area Towing & Recovery, Inc.
16550 Racho Road
Taylor, Michigan 48180
www.aretowmi.com
734.283.6635

RE: Response to RFP Solicitation RFP-DEC32021-POL
Towing and Storage of Accident, Impounded, and Other Vehicles

Dear Ms. Bachelor,

It is indeed a privilege and an honor for Area Towing & Recovery, Inc. ("Area") to submit this bid in response to the City of Livonia's RFP for "towing and storage of accident, impounded and other vehicles".

Area brings twenty-eight (28) years of experience of providing towing and storage solutions, towing lifecycle processes, transparent vehicle auctions, including live and on-line auctions, and an **administrative resource** for law enforcement agencies. We take pride in the fact that we only provide services for law enforcement agencies. We have spent over a decade working with our custom software company to further develop technology-based resources to reduce the administrative burden for law enforcement. This allows Area to **absorb the administrative burden**, relieving the City of Livonia's law enforcement agency of the paperwork push, reallocating officer resources back where they are needed at the core of public safety.

We have an **experienced team** at Area. Although Area is strongly led by individuals with decades of experience in their area of expertise, we always believe there is room for **continuous improvement**. In an effort to stay a step above the competition, we provide industry led **continuous education** courses for truck operators and administrative team members. Our administrative team is of the belief, that as the industry changes, it is imperative that our employees are well **trained and informed**.

Area is **committed** to becoming more **environmentally conscious**. Initially, we have taken small steps, such as using technology to enhance our transformation to go virtually "paperless". Additionally, in our recent discussions with representatives from the Department of Environment, Great Lakes, and Energy ("EGLE"), we further enhanced our operations to ensure we are environmentally friendly. We are committed to **protecting** stormwater drains, cleaning, and disposing of vehicle operating fluids safely, testing and remediating when and where required. To say the least, Area is consciously making **new efforts** and will continue forging this path as we look to the **future**.

Area can provide the City of Livonia, its law enforcement agency, and your residents with **outstanding** towing services and **solutions**, innovative **technology**, and alternative programs that provide **benefits for all**.

Sincerely,

A handwritten signature in blue ink that reads "Shane Anders".

Shane Anders, CEO
Area Towing & Recovery, Inc.

FORM OF PROPOSAL**TOWING SERVICES**

Proposal of Area Towing & Recovery, Inc. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Area Towing & Recovery, Inc. * Insert as applicable: "a corporation", "a partnership" or "an individual" TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined documents included in the Request for Proposal by the City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and equipment to perform the towing services specified in the Request for Proposal in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	1/28/22
Addendum No. 2	3/17/22
Addendum No. 3	4/12/22
Addendum No. 4	4/25/22
Addendum No. 5	5/2/22
Addendum No. 6	5/13/22
Addendum No. 7	5/31/22

The contract will be recommended for award to the highest ranked bidder demonstrating an ability to meet the requirements set forth in this solicitation.

The contractor shall complete and return all necessary forms with proposal submission.
BIDDER SHALL USE ONLY THE FORMS PROVIDED BY THE CITY OF LIVONIA TO PROVIDE PRICING WITH NO EXCEPTIONS.

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence at the date and time set forth after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

In submitting this proposal, it is understood that the right is reserved by the OWNER to accept any proposal, to reject any or all proposals, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 05/31/2022BY Shane Anders Area Towing & Recovery, Inc.
Name of Bidder*

Date*

16550 Racho Road

Street*


SignatureTaylor, Michigan 48180

City, State, ZIP*

Shane Anders, CEO

Name and Title of Signatory*

Cell Phone: 734.740.0771

Telephone Number*

734.283.6636

Facsimile Number*

*Typed or printed in ink.

RETURN THE FOLLOWING DOCUMENTS AS A PDF FILE WITH YOUR BID RESPONSE
UPLOADED TO THE MITN WEBSITE:

1. Form of Proposal (2 pages)
2. Towing Services Fee Proposal (2 pages)
3. Fee Schedule (2 pages)
4. Statement of Qualifications (3 pages)
5. Towing Services Disclosure Form (3 pages)
6. References (1 page)
7. Exhibit A – Equipment List
8. Exhibit B – Description of Tow Yard
9. Company Overview (1 page)

*Please provide the documents in the order listed above.***IMPORTANT DATES:**

- | | |
|---|---------------------------------------|
| • RFP Issued | 12/5/2021 (Posted to MITN website) |
| • Prebid RSVP Deadline | 01/13/2022 (RSVP via email) |
| • Prebid Meeting | 01/17/2022 (10:00 a.m.) |
| • Question Deadline | 03/16/2022 (Submitted via email) |
| • Proposal Due Date (No later than 2:00 p.m.) | 05/31/2022 (Uploaded to MITN website) |

Addendum No. 3 – Towing and Impound Services

****City of Livonia Police Impound and Daily Storage Rate**

**ADDENDUM NO. 3 – REVISED FEE PROPOSAL CITY
OF LIVONIA TOWING AND IMPOUND SERVICES
PROPOSED FEE SCHEDULE**

COMPANY

NAME: Area Towing & Recovery, Inc.

#	Description	Fee
1	5,000 GVWR and under (one hour minimum)	\$150.00
2	5,001 to 10,000 GVWR (one hour minimum)	\$175.00
3	10,001 GVWR and over (one hour minimum)	\$225.00
4	Tire change	\$75.00
5	Jump Start	\$75.00
6	Winching	\$100.00
7	Medium duty winch vehicle recovery (one hour minimum) 16,001-26,000 GVWR	\$225.00
8	Heavy duty winch vehicle recovery (one hour minimum) 26,001-33,000+ GVWR	\$325.00
9	Charge per mile if beyond City limits	Included
10	Street sweep requested by Police (no vehicles present)	No Charge to City
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	No Charge to City
12	Lockout	\$75.00
13	Cars and small trucks from surface locations	\$150.00
14	Cars and small trucks from freeways	\$150.00
15	Flatbed charge	\$50.00
16	Dollies	Included
17	Medium duty trucks from surface roads per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00
18	Medium duty trucks from surface locations per hour (one hour minimum) 16,001-26,000 GVWR	\$225.00
19	Heavy duty trucks from surface locations per hour (one hour minimum) 26,001-33,000+ GVWR	\$325.00
20	Daily storage charge (per calendar day)	\$30.00
21	Standard sweep/cleanup debris from accident scene involving vehicles	Included
22	Standard spill containment/environmental cleanup of vehicle fluids	TBD
23	Remove license plate for Police Department	Included
24	Disconnecting linkage	Included
25	Extra labor hourly rate (if required)	\$95.00
26	Pull start service (used to start large vehicle)	Included
27	Delivery of gas (plus cost of fuel)	\$75.00
28	Towing within City limits	\$150.00
29	Tire change	See #4

Addendum No. 3 – Towing and Impound Services

****City of Livonia - City Owned Vehicles**

**ADDENDUM NO. 3 – REVISED FEE PROPOSAL CITY
OF LIVONIA TOWING AND IMPOUND SERVICES
PROPOSED FEE SCHEDULE**

COMPANY

NAME: Area Towing & Recovery, Inc

#		Fee
1	5,000 GVWR and under (flat rate)	\$50.00
2	5,001 to 10,000 GVWR (flat rate)	\$50.00
3	10,001 GVWR and over (flat rate)	\$100.00
4	Tire change (flat rate)	\$25.00
5	Jump Start (flat rate)	\$25.00
6	Winching (flat rate)	\$25.00
7	Medium duty winch vehicle recovery (one hour minimum)	Included
8	Heavy duty winch vehicle recovery (one hour minimum)	Included
9	Charge per mile if beyond City limits	Included
10	Street sweep requested by Police (no vehicles present)	Included
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	Included
12	Lockout	\$25.00
13	Cars and small trucks from surface locations	\$50.00
14	Cars and small trucks from freeways	\$50.00
15	Flatbed charge	Included
16	Dollies	Included
17	Medium duty trucks from surface roads per hour (one hour minimum) (flat rate)	\$100.00
18	Medium duty trucks from surface locations per hour (one hour minimum) (flat rate)	\$100.00
19	Heavy duty trucks from surface locations per hour (one hour minimum) (flat rate)	\$200.00
20	Daily storage charge	Included
21	Standard sweep/cleanup debris from accident scene involving vehicles	Included
22	Standard spill containment/environmental cleanup of vehicle fluids	Included
23	Remove license plate for Police Department	Included
24	Disconnecting linkage	Included
25	Extra labor hourly rate (if required)	Included
26	Pull start service (used to start large vehicle)	Included
27	Delivery of gas (plus cost of fuel)	\$25.00
28	Towing within City limits	See #1,#2,#3
29	Tire change	\$25.00

****257.676d Contract between local unit of government and wrecker, recovery, or towing service; incentives prohibited.**

(1) A local unit of government shall not require as a term of a contract with a wrecker, recovery, or towing service that the wrecker, recovery, or towing service pay a fee to that local unit of government for responding to the scene of an impound, accident, disabled vehicle, or abandoned vehicle and providing wrecker, recovery, or towing services. A local unit of government shall not accept a payment, commission, or portion of wrecker, recovery, or towing service fees from a wrecker, recovery, or towing service in exchange for securing business for that wrecker, recovery, or towing service.

(2) A wrecker, recovery, or towing service shall not offer to a local unit of government a payment, fee, or commission to induce the local unit of government to enter into a contract with or secure business for the wrecker, recovery, or towing service.

(3) This section only applies to a contract between a local unit of government and a wrecker, recovery, or towing service that is entered into or renewed after January 7, 2015.

Addendum No. 3 – Towing and Impound Services

(**City of Livonia - Resident Rate Program)

ADDENDUM NO. 3 – REVISED FEE PROPOSAL
CITY OF LIVONIA TOWING AND IMPOUND
SERVICES PROPOSED FEE SCHEDULE

COMPANY

NAME: Area Towing & Recovery, Inc.

#	Description	Fee
1	5,000 GVWR and under (flat rate)	\$125.00
2	5,001 to 10,000 GVWR (flat rate)	\$125.00
3	10,001 GVWR and over (flat rate)	\$125.00
4	Tire change (flat rate)	\$50.00
5	Jump Start (flat rate)	\$50.00
6	Winching (flat rate)	Included
7	Medium duty winch vehicle recovery (one hour minimum)	\$125.00
8	Heavy duty winch vehicle recovery (one hour minimum)	\$125.00
9	Charge per mile if beyond City limits	Included
10	Street sweep requested by Police (no vehicles present)	No Charge to City
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	No Charge to City
12	Lockout	\$50.00
13	Cars and small trucks from surface locations	Included
14	Cars and small trucks from freeways	Included
15	Flatbed charge	Included
16	Dollies	Included
17	Medium duty trucks from surface roads per hour (one hour minimum) (flat rate)	\$125.00
18	Medium duty trucks from surface locations per hour (one hour minimum) (flat rate)	\$125.00
19	Heavy duty trucks from surface locations per hour (one hour minimum) (flat rate)	\$125.00
20	Daily storage charge First two calendar days are included, there after it is	\$20.00 per day
21	Standard sweep/cleanup debris from accident scene involving vehicles	Included
22	Standard spill containment/environmental cleanup of vehicle fluids	Included
23	Remove license plate for Police Department	Included
24	Disconnecting linkage	Included
25	Extra labor hourly rate (if required)	Included
26	Pull start service (used to start large vehicle)	Included
27	Delivery of gas (plus cost of fuel)	\$50.00
28	Towing within City limits	Included
29	Tire change	See #4

****To qualify for the Resident Rate Program, one must meet all of the following criteria**

*Class 1&2 Vehicle Abandoned/Accident

*Vehicle is registered in the City of Livonia

*Have valid insurance and registration at time of tow

Statement of Qualifications – Towing Services

Contractors must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: Area Towing & Recovery, Inc.

Address 16550 Racho Road Taylor, Michigan 48180

Contact Person: Shane Anders Title CEO

Phone No. 734.740.0771 Email sanders@areatowmi.com

Number of years operating under your present name: 28

Number of years present owners have owned the company: 28

Number of years of experience the current owner has in providing towing services to municipalities 26 years.

Does your company presently operate a tow yard within the city limits of Livonia?
☐ Yes ☒ No

If your response to the previous question was "no," Does your company have an approved site plan to establish a towing operation in the City of Livonia as provided by the City of Livonia Planning Commission? ☒ Yes ☐ No (If yes, provide a copy of approved plan with proposal submission)

List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Years Serviced (From/To)
City of Taylor	1998 - Present
Michigan State Police Department	2000 - Present
Monroe, Erie, and Carlton Police Department	2015 - Present

Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
Not Applicable		

General nature of work performed by your company:

Area Towing & Recovery, Inc. specializes in Law Enforcement Impound and storage solutions

List the members of the team who will be assigned to manage towing services on behalf of the contractor and the roles they will perform. Attach copies of the resumes of the persons listed below:

Name	Title	Role	Years of Experience
Shane Anders	CEO	See Resume	28 Years
Bob Anders	Director of Operations	See Resume	10 Years
Abby Anders	HR + Communications Liason	See Resume	8 Years
Cassee Davis	Daily Operations Manager	See Resume	7 Years

What challenges do you foresee?

As a non-incumbent, if awarded the contract typically the transition phase would be the most challenging; however Area has successfully transitioned two contracts and realizes the expectations and the delicate transition phases.

What is included in your base price for services? What services will incur additional fees:

The base price includes the first 24 hours of storage, standard clean up on scene (about 15 minutes), and bringing the vehicle back to the impound facility

The contractor agrees to only dispatch trucks and equipment which bear the name of the contractor to City of Livonia requests for service.

YES ☒ NO ☐

My company has sufficient equipment to dedicate to servicing the City of Livonia Towing Services contract exclusively? ☒ YES ☐ NO

We have completed Exhibit "A" – Towing Services Contract Equipment and included it as a part of our attached bid ☒ YES ☐ NO (You must use the City's form)

Please attach to your proposal response a detailed written description of your tow yard along with the physical address and pictures of the tow yard. Label tow yard information "Exhibit B – Tow Yard Description"

Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by Livonia Police Department

Customer Phone No.: 734.283.6635

24-Hour Livonia Police Phone No.: 734.283.4003

COMPANY NAME: Area Towing & Recovery, Inc.

Proposed Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	9am-5pm Office Open, 5pm-9am By Appointment Only
Saturday	By Appointment Only
Sunday	By Appointment Only
Holidays	Area Towing & Recovery, Inc. will comply with the City of Livonia Holiday Observance Calendar

What value added services in addition to those specified can your company provide?

DESCRIPTION OF SERVICE	FEE
Impound Management	TBD
Auction Management	TBD
Chain of Custody Management	TBD
Private Property Impound Management	TBD
Environmental Clean Up	TBD
Property Damage Restoration	TBD
Traffic Control	TBD

Provide the street address within Livonia City limits where the tow yard is located.

12719 Inkster Road, Livonia, Michigan

Major cross streets: Schoolcraft and Fullerton (next to CSX railroad tracks)

Size of tow yard: 2.83 Acres

COMPANY NAME: Area Towing & Recovery, Inc.

SHANE ANDERS

734.740.0771

sla.shaneanders@gmail.com

PROFILE

Offers extensive experience in business development, management and lean business operations. Founder and CEO of Area Towing & Recovery, Inc and added to his profile in 2015 by the purchase and re-development of Star Towing & Recovery, LLC. In 2019, he saw the need to develop further and created Roberts Spill Response and Restoration, LLC to confirm that he was doing what he could to protect the environment and Great Lakes for years to come. Shane is a founding board member of the Taylor Conservatory & Botanical Garden, a previous board member of the Friends of the Taylor Veterans Museum, current legislative committee member for the Michigan Towing Association (MTA), currently hold the elected position of Secretary of the MTA, and he currently serves as the President on TPC HOA.

Owner, Area Towing & Recovery; Taylor, MI — 1997-Present

Owner, CEO, Founder of Area Towing & Recovery, Inc.

Owner, Star Towing & Recovery, LLC; Monroe, MI — 2015-Present

Owner, CEO, Re-Development of Star Towing & Recovery, LLC

Owner, Robert's Spill Response and Restoration, LLC; Monroe, MI — 2019-present

Owner, CEO, Founder of Robert's Spill Response and Restoration, LLC.

EDUCATION

University of Michigan, Dearborn, MI

State of Michigans Fire Fighters Training Council

HazMat First Responder

24Hour Hazwoper Hazardous Materials

Hazardous Materials Technician 40HR Hazwoper

National Traffic Incident Management Course

WRECKMASTER Level 8/9R Hands-on Training

ROBERT ANDERS

248.705.1847

anders.r@comcast.net

PROFILE

A resourceful and team-orientated professional with more than 15 years progressive management experience. Recognized for exceptional ability to develop and direct business activities and personnel. Successful in increasing efficiency by improving business processes and maintaining core values in the work environment. Uniquely effective in providing leadership and motivation for others towards the achievement of individual and organizational goals.

EXPERIENCE

Director of Operations, Area Towing & Recovery and Star Towing & Recovery; Taylor & Monroe, MI — 2012-Present

Ability to be aware of drivers movements through regular communication and adapt to delays and/or issues on the road and in the yard. Coordinate business with drivers and customers to minimize transit time, and satisfy all customer needs. Ensure that equipment is maintained efficiently and road worthy at all times with required safety tools. Coordinate changes made to operational plan (in real time) with drivers and customers to ensure all are aware of updates. Timely respond to unforeseeable issues with drivers, routes, customers, and equipment by developing and implementing a plan of action to correct and continue operations. Collaborate with all departments (HR, dispatch, and management) to address questions, formulate operational plans, address and resolve problems.

Site Acquisition Agent, RJP Consulting; Southfield, MI — 2006-2012

Project Manager, RJP Consulting; Southfield, MI — 2009-2010

Permit Coordinator, RJP Consulting; Southfield, MI — 2005-2009

Negotiated and effectively resolved issues with landlords, tenants, attorneys, contractors, and municipal officials. Responsible for combinations of new site development and network upgrade projects leasing, engineering, regulatory, zoning, permitting and pre-construction phases of assigned sites for clients in the entire Michigan market.

Director of Operations, First Vending L.L.C.; Walled Lake, MI — 1997-2004

Identified and Implemented cost saving opportunities that increased overall profitability for five consecutive years, while decreasing merchandise costs by 25% through aggressive negotiation of purchasing terms and conditions directly with manufacturers instead of distributors. Designed and implemented operational systems and strategies responsible for monthly service of over 800 locations in 40 states.

EDUCATION

Cleary University, Howell, MI — Bachelors of Business Administration, Major: Business Management

OTHER

Volunteer as coach for youth football team at Dearborn Divine Child Elementary School.

ABBY ANDERS

810.599.8607

abbynanders@comcast.net

PROFILE

Maintain and develop effective internal procedures, handle employee-related issues, support recruiting and retention efforts, and keep performance at peak levels. Ability to identify problems, find solutions, and nurture job satisfaction of all employees.

EXPERIENCE

HR Manager, Area Towing & Recovery and Star Towing & Recovery; Taylor & Monroe, MI — 2014-Present

Oversee weekly payroll for hourly, salary, and commission employees for both Company's. Maintain weekly schedule for all staff and adjust if needed. Handle all hiring including an orientation for each new hire. Responsible for termination of employees and exit interviews when applicable. Supervise employee qualifications, such as; random drug testing, background checks, and distribution of required uniforms. Manage insurance for employees and entire fleet, confirm all required registrations and DOT guidelines are current. Effectively review customer service skills with office employees utilizing voice recordings and observed behavior to enhance our customer service skills and retrain if needed.

Licensed Insurance Agent, Nationwide Insurance-Glenn Kaplan Agency; Commerce Township, MI — 2002-2012

Licensed property and casualty insurance agent, licensed life and health insurance agent and appointed with Nationwide Insurance. Generated client base by contacting potential clients and securing new business through network connections. Increased sales performance numbers by cross selling and handling customer concerns and questions.

Assistant Manager, Outback Steakhouse, Saginaw, Jackson and Novi, MI — 1996-2004

Accomplished multiple positions within the organization and ultimately held the assistant manager position. Starting has a hostess and learning to bartender and become a server, allowed me to effectively manage due to the knowledge learned from all restaurant positions.

EDUCATION

Albion College, Albion, MI — Bachelors of Economics and Management, Bachelors of History, 2000

OTHER

Volunteer as coach for youth basketball at Dearborn Divine Child Elementary School.

CASSEE DAVIS

631.867.6854

cmarie4802@yahoo.com

PROFILE

Oversee the performance and efficiencies of the workplace. Analyze the organizational process and find ways to enhance employees' work quality and productivity. Build operational policies and strategies that keep the company functioning smoothly. Collaborate with Human Resources to assist with recruiting and training.

EXPERIENCE

Daily Operations Manager, Area Towing & Recovery and Star Towing & Recovery; Taylor & Monroe, MI — 2015-Present

Ensure exceptional customer service is priority of all employees regardless of job title. Manage central dispatch with multiple incoming phone calls from law enforcement agencies as well as customers. Audit and inspect customer invoices for incoming and outgoing invoices for accuracy. Organize weekly commission logs from drivers and confirm accuracy before submitting to payroll. Create and enforce procedures for all office responsibilities to ensure conformity in billing and state statute requirements. Communicate with law enforcement regarding vehicle auction information and miscellaneous topics.

Administrative Assistant, Crown Collision; Fallon, NV — 9/2008-12/2008

Prepared billing invoices and auto repair documents for clients and auto insurance agencies. Responsible for organizing office and ensuring supplies were available when needed. Managed incoming and outgoing calls with professional phone etiquette and attention to detail for accuracy. Contacted insurance agencies to verify auto policies and update them on insured's vehicle repair.

Administrative Assistant, Pacific Maritime Title; Seattle, WA — 2007-2008

Ordered and distributed office supplies while adhering to a fixed office budget. Assisted in logistically routing deliveries and courier services and directed guests to correct office. Managed communications with clients and financial institutions to assist with the purchase or sale of a vessel. Prepared invoices and title loan documents for clients and banks for loan purposes.

EDUCATION

South Sound High School, Lacey, WA — High School Diploma, 2004

TOWING SERVICES DISCLOSURE FORM

NAME OF COMPANY: Area Towing & Recovery, Inc.

NAMES & TITLES OF PRINCIPLE OFFICERS

NAME	TITLE
Shane Anders	CEO

1. Is anyone with a stake or interest in your company an elected/appointed official of the City of Livonia, employed by or related to a City of Livonia employee?

Yes _____ No X

If yes, please provide the names and nature of the relationships between your company and City of Livonia officials/personnel.

2. Does the company named above or any of its owners/employees have any established relationships or investments with auto parts companies? _____ Yes X No

If yes, please provide specific information specifics: _____

3. Does the company named above have any familial relationships with City of Livonia personnel (appointed, elected or civil service)?

_____ Yes X No

If yes, state the name of the company personnel and describe the type of relationship had with a City of Livonia elected or appointed officials or civil service employees.

Not Applicable

4. Is the company submitting this bid up to date with property taxes, water bills or other obligations owed to the City of Livonia, Michigan?

Not Applicable Yes _____ No

If no, please describe indebtedness to the City of Livonia and what is being done to

- [illegible]

- No

- [illegible]

Towing Services Disclosure Form Page 3 of 3

As an authorized representative of the company submitting a bid response, I do affirm that the information presented in this disclosure form is true and accurate.

Authorized Signature: Shane Anders Date 05/31/2022

Print Name: Shane Anders Title: CEO

Phone No.: 734.740.0771 Email: sanders@areatowmi.com

REFERENCES – TOWING SERVICES**Complete contact information for all references must be provided.**COMPANY NAME: Area Towing & Recovery, Inc.

Reference Company Name: City of Taylor Police Department	
City/State: Taylor, Michigan	
Summary of Work Performed: Law enforcement towing and storage	
Dates of Work: 1998 to Present	
Company Contact Person:	Title: Chief of Police
John Blair	
Phone Number:	Email: jblair@ci.taylor.mi.us
734.287.6550	

Reference Company Name: City of Taylor Fire Department	
City/State: Taylor, Michigan	
Summary of Work Performed: Towing of fire department equipment	
Dates of Work: 1998 - Present	
Company Contact Person:	Title: Fire Chief
Stephen Portis	
Phone Number:	Email:
734-374-1355	

Reference Company Name: Martin Plaza Group, LLC., Kirklynn Plaza Group, Terrance Corners LLC., Pierce Place Group, LLC.	
City/State: Taylor, Michigan and Livonia, Michigan	
Summary of Work Performed: Private Property Impounds and Storage	
Dates of Work: 2011 - Present	
Company Contact Person:	Title: Managing Member
Dr. Nazar Sarafa, MD	
Phone Number:	Email:
734.425.6363	

Duff L. Chamberlain, Inc.

Taylor, Michigan

Private Property Impounds and Storage

1996 - Present

Duff Chamberlain

313.319.0304

trocarpusher@comcast.net

City of Taylor



DEPARTMENT OF POLICE

CHIEF JOHN BLAIR

23515 GODDARD ROAD • TAYLOR, MICHIGAN 48180 • (734) 287-6611

5/27/2022

Enna Bachelor
Procurement
City of Livonia Michigan

Dear Enna Bachelor,

The purpose of this correspondence is to provide my endorsement of AREA Towing and Recovery for contractual services within the City of Livonia. In my official capacity with the City of Taylor Police Department, I have known and worked with AREA Towing for the past 25 years. AREA Towing has been responsible for servicing not only the police department but also the entire City of Taylor municipality.

AREA's service to the city has been admirable, marked by professionalism and outstanding performance. From a police department standpoint, they have been responsible for all towing service including the storage of vehicles held for evidentiary purposes, the maintenance of towed vehicle records, and auction procedures. From my professional experience, AREA's ability to efficiently manage towing services is unmatched within the industry. Their state of the art tracking and management system allows for seamless coordination with the police department which saves valuable time and manpower resources.

On a more personal note, as a thirty-year resident of the City of Livonia, I would be proud to have AREA Towing serve our community needs.

If I can be of further assistance, please feel free to contact me at your convenience.

Respectfully,

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

John Blair
City of Taylor
Chief of Police

City of Taylor



DEPARTMENT OF FIRE & EMS

Steve Portis, Fire Chief

Stan Pochron, Deputy Chief

23345 GODDARD ROAD • TAYLOR, MICHIGAN 48180 • (734) 374-1355 FAX (734) 374-2742

05/24/2022

City of Livonia
Attention: Purchasing Manager

Area Towing has been the City of Taylor towing company since 1998. Area towing has been a good partner and is always willing to aid on runs (extrications and fuel spills), help with car fires and aid the fire department in training. Any recommendation I could give would be the highest recommendation possible.

Stephen Portis
Fire Chief

May 26, 2022

Letter of Recommendation

RE: Area Towing & Recovery

TO: The City of Livonia Purchasing Manager

I have been dealing with Area Towing & Recovery located 16550 Racho, Taylor Michigan 48180 for many years for several of my commercial properties, two of which are located within the City of Livonia Michigan. My contact through Area Towing and Recovery is Abby Anders, who is the manager in charge of operations.

This company provides very prompt and professional service when called upon. I will continue to conduct business with them, along with the possibility of signing up additional properties with them.

Nazar N. Sarafa M.D.
Managing Member of
Martin Plaza Group L.L.C.
Kirklynn Plaza Group L.L.C.
Terrance Corners L.L.C.
Pierce Place L.L.C.

10828 Pardee Rd. | Taylor, MI 48180-3554 | PHONE: 313-319-0304 |
trocarpusher@comcast.net

May 23, 2022

To Any and All Interested Parties:

Area Towing & Recovery, Inc., has been doing business in the city of Taylor and surrounding communities since 1996. My relationship with them began about 16 years ago when I first moved to Taylor. I had a personal vehicle breakdown while working on a site about 15 miles away and on a Sunday morning at 1 am it was very much "after hours" by all normal standards. I had seen their signs posted at various properties around the city so knowing that they were also a 24 hour business, I called. The response could not have been more professional and reassuring. The response time was about 40 minutes to that distance at that hour and my vehicle (and I) were transported back to the repair shop of my choice in Taylor.

When I called on Monday to simply express my gratitude for them coming out to such a distance at a ridiculous hour, I was directed to Abby Anders. That conversation exposed an opportunity that was the beginning of a relationship we still share today. I live in the Midtown Brownstones Condo Association and am a member of their Board of Directors. I also own a 24-hour funeral service oriented business in the City of Taylor. Subsequent to that conversation with Abby, our association entered into an agreement with Area Towing to post our property as well after we began having issues with parking within the complex.

We have found over the years that Area Towing has been promptly responsive and sensitive to our requests for service because, since this is a residential property, most of our requests may likely be of a confrontational nature. As such, these encounters have always been handled professionally and with complete regard for the safety of everyone involved. Area Towing also services all properties on the other 3 corners of our intersection, Goddard and Pardee. I would highly recommend them for any one considering new service or who might be looking to renew an existing contract. I find them to be highly visible, responsive, and a valuable asset to the community and those they serve.

Sincerely,



Duff Chamberlain

President

Duff D. Chamberlain, Inc.

EXHIBIT A - TOWING SERVICES EQUIPMENT INVENTORYCompany Name: Area Towing & Recovery, Inc.

Address where equipment is located:

16550 Racho Road, Taylor, Michigan 48180 and 716 S.Roessler Road, Monroe, Michigan 48161

Contact information for person with whom an inspection of equipment listed can be scheduled:

Name: Angela AndersTitle: Administrative SupportPhone No.: 313.478.8686Email: aja@areatowmi.com

List all equipment that will be available for the dedicated servicing of the City of Livonia Towing Services Contract. (Please group like items together)

Description	Year	Class	Make	Model	Owned/Leased
16S LD Wrecker	2006	3/4	Ford F550	Super Duty	Area/Star
20S LD Flatbed	2011	3/4/5	Ford F550	Super Duty	Star/Area
22S MD Flatbed	2016	6	Ford F650	Super Duty	Area/Star
24S LD Wrecker	2011	3/4/5	Ford F550	Super Duty	Star/Area
28S MD Flatbed	2008	6	Kenworth	T300	Area/Star
30S MD Flatbed	2011	6	Kenworth	T270	Area/Star
50S HD Worker	2010	8	Keworth	T660	Area/Star
52S Rotator	2002	8	Peterbilt	357	Star/Area
53S Rotator	2020	8	Peterbilt	389	Star/Area
70S Tractor	2006	8	Freightliner	Columbia 112	Star/Area
72S Tractor	2011	8	Kenworth	T800	Area/Star
80S Landoll Trailer	2007	NA	Trail Eze Dakota Mfg		Star/Area
81S Trailer	2016	NA	Big Tex		Star/Area/RSRR
82S Trailer	2014	NA	Dump Trailer		Star/Area/RSRR
19A MD Flatbed	2011	6	Kenworth	T270	Area/Star
21A MD Flatbed	2013	6	Kenworth	T370	Area/Star
22A MD Flatbed	2014	6	Kenworth	T270	Area/Star
23A MD Flatbed	2015	6	Ford F650	Super Duty	Area/Star
10R Service Truck	2002	NA	Ford	Ambulance	RSRR/Star/Area
83R Trailer	2021	NA	Sure-Trac Trailer	Deckover	RSRR/Star/Area
84R Trailer	2020	NA	Humbolt Powerwasher/Yacht Club		RSRR/Star/Area
85R Trailer	2021	NA	Sure-Trac Dump		RSRR/Star/Area
1E Wheel Loader		NA	Catepillar 930		Area/Star
2E Hi-Low		NA	Hyster H8oT-LPG		Area/Star
3E Skytrac	2016	NA	JGL 8042		Star/Area
4E Toolcat	2019	NA	Bobcat 5600		Area/Star/RSRR
5E Skidsteer	2017	NA	Takeucki TL8		Area/Star/RSRR
6E Mini Excavator	2021	NA	Bobcat		Area/Star/RSRR

The City Livonia reserves the right to inspect all equipment listed as part of bid evaluation and throughout the term of contract if awarded. Failure to make all equipment listed available for inspection may be grounds for reiection of bid.

The Campbell Group

▲ ACRISURE® | AGENCY PARTNER

May 23, 2022

Dear City of Livonia,

Area Towing & Recovery, Inc. has engaged with our firm to review and comply with The City of Livonia requirements as set forth in this specific Request for Proposal, "TOWING AND STORAGE OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES". Upon a successful contract award notice, Area Towing & Recovery will fully comply with the insurance policy (policies) required by The City of Livonia. All required documents will be forward to the City of Livonia for proof of compliance.

Sincerely,

Sarah Bednarsky

Sarah Bednarsky

Account Manager

(616) 541-1379

sbednarsky@thecampbellgrp.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2022

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

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

PRODUCER Sweet Insurance Agency 33584 Harper Clinton Twp., MI 48035	CONTACT NAME: Edward A. Holowchak	
	PHONE (A/C, No, Ext): 248-723-6000 FAX (A/C, No): 248-723-8234 E-MAIL ADDRESS: eholowchak@sweetinsurance.com	
INSURED Mandamus Group Services, Inc. 2465 23 Mile Road Shelby Twp, MI 48316	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers / Assigned Risk	11347
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	R6GKUB-1K59241-9-21	12/31/2021	12/31/2022	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: All Michigan employees co-employed by Insured and Area Towing & Recovery. Area Towing & Recovery is an Alternate Employer by endorsement under this policy.

CERTIFICATE HOLDER Area Towing 16550 RACKO TAYLOR, MI 48180	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PROOF OF INSURANCE FOR CITY OF LIVONIA

Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals or rules and rate, except (1) the insurance shall not be subject to the usual "x" – explosion, "c" – collapse or "u" – underground property.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is cancelled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED Area Towing and Recovery LLC				CITY Taylor		STATE MI	ZIP CODE 48180
ADDRESS 16550 Racho Rd.				TELEPHONE NO. (734) 241-3601		FAX NO.	

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☐ General Liability	CPP 0102334 Fremont Insurance Company	12/13/2021	12/13/2022	General Aggregate	\$ 4,000,000
☒ Commercial General Liability				Prods. comp/ops Aggregate	\$ 4,000,000
☐ Claims Made ☒ Occurrence				Personal & Advertising Inj.	\$ 2,000,000
☒ \$ 500 P.D. Deductible				Each Occurrence	\$ 2,000,000
☐ XCU Exclusion				Fire Damage (any one fire)	\$ 100,000
☐ Owners/Contractors Protective				Medical Exp. (any one person)	\$ 5,000
AUTOMOTIVE LIABILITY	CAP 0036255 Fremont Insurance Company	12/13/2021	12/13/022	Combined Single Limit (Minimum \$2,000,000.00)	\$ 1,000,000
☒ Any Auto				Bodily Injury (per person) (Minimum \$500,000.00)	\$
☐ All Owned Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)	\$
☐ Scheduled Autos				Property Damage (Minimum \$1,000,000.00)	\$
☒ Hired Autos					
☒ Non-Owned Autos					
☒ Garage Liability					
☒ Umbrella	CUP 0036445 Fremont Insurance Company	12/13/2021	12/13/2022	Each Occurrence	\$ 1,000,000
				Aggregate	\$ 1,000,000
☐ Excess Liability Other Than Umbrella				Each Occurrence	\$
				Aggregate	\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				\$	(Each Accident)
				\$	(Disease- Policy Limit)
				\$	(Disease- Each Empl.)
☐ Other					

NAME OF AGENCY The Campbell Group		NAME OF INSURANCE COMPANY (If only one for all policies) Fremont Insurance Company	
ADDRESS 4808 Broadmoor Ave SE, Kentwood, MI 49512		CITY Fremont	STATE MI
TELEPHONE NO. 616-541-1379		ZIP CODE 49412	
		FAX NO. 800-847-3129	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivisons:

City of Livonia
12973 FARMINGTON ROAD
LIVONIA, MI 48150

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivisions shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

FREMONT INSURANCE COMPANY**CANCELLATION OR NONRENEWAL NOTIFICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO POLICY
COMMERCIAL PACKAGE POLICY
COMMERCIAL UMBRELLA POLICY
WORKERS COMPENSATION POLICY

SCHEDULE

Name of Person(s) or Organization(s)	Number of Days Notice
City of Livonia 12973 Farmington Rd Livonia, MI 48150	30

The provisions of the Coverage Form apply unless modified by this endorsement.

If this policy is cancelled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE above shall be notified at least:

1. 10 days prior to the effective date of cancellation if we, Fremont Insurance Company, cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we, Fremont Insurance Company, cancel for any other reason.

If the law of the state in which notice is mailed requires a longer notice period, we will comply with those requirements.

If notice is mailed, proof of mailing to the mailing address shown in the SCHEDULE will be sufficient proof of notice.

If notice is mailed, and other insurance is effective before the effective date of our cancellation, coverage under this policy no longer applies to the designated person(s) or organization(s) shown in the SCHEDULE above, as of the effective date and time of the other insurance.

Our failure to provide notice to the person(s) or organization(s) shown in the SCHEDULE shall not delay the effective date of the cancellation of this insurance to the Named Insured.

The Campbell Group

▲ ACRISURE[®] | AGENCY PARTNER

May 23, 2022

Dear City of Livonia,

Star Towing & Recovery, LLC has engaged with our firm to review and comply with The City of Livonia requirements as set forth in this specific Request for Proposal, "TOWING AND STORAGE OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES". Upon a successful contract award notice, Star Towing & Recovery will fully comply with the insurance policy (policies) required by The City of Livonia. All required documents will be forward to the City of Livonia for proof of compliance."

Sincerely,

Sarah Bednarsky

Sarah Bednarsky

Account Manager

(616) 541-1379

sbednarsky@thecampbellgrp.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2022

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

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

PRODUCER The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512	CONTACT NAME: Sarah Bednarsky PHONE (A/C, No, Ext): 800-748-0351 ext 1379 E-MAIL ADDRESS: sbednarsky@thecampbellgrp.com FAX (A/C, No): 800-847-3129
INSURED Star Towing and Recovery LLC DBA Star Towing and Recovery 16550 Racho Rd. Taylor MI 48180	INSURER(S) AFFORDING COVERAGE INSURER A: Fremont Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
STARTOW-04	NAIC # 13994

COVERAGES

CERTIFICATE NUMBER: 1117823296

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		CPP 0101121	9/3/2021	9/3/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CAP 0035856	9/3/2021	9/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP 0036252	9/3/2021	9/3/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers OnHook/ Cargo			CPP 0101121	9/3/2021	9/3/2022	120,000 250,000

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

Garagekeepers Limit Per Location:
716 S Roessler St, Monroe, MI 48161 Limit: \$120,000
10600 Victory Rd, Erie, MI 48133 Limit: \$60,000
1818 Monroe, Carleton, MI 48117 Limit: \$60,000
Garagekeepers Liability includes \$2,500 comprehensive and collision deductibles.

City of Livonia is Additional Insured in regards to the General Liability. A 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Livonia
12973 Farmington Road
Livonia MI 48150

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bob R. Cullenberry

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivisons:

City of Livonia
12973 FARMINGTON ROAD
LIVONIA, MI 48150

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivisions shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

FREMONT INSURANCE COMPANY**CANCELLATION OR NONRENEWAL NOTIFICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO POLICY
COMMERCIAL PACKAGE POLICY
COMMERCIAL UMBRELLA POLICY
WORKERS COMPENSATION POLICY

SCHEDULE

Name of Person(s) or Organization(s)	Number of Days Notice
City of Livonia 12973 Farmington Rd Livonia, MI 48150	30

The provisions of the Coverage Form apply unless modified by this endorsement.

If this policy is cancelled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE above shall be notified at least:

1. 10 days prior to the effective date of cancellation if we, Fremont Insurance Company, cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we, Fremont Insurance Company, cancel for any other reason.

If the law of the state in which notice is mailed requires a longer notice period, we will comply with those requirements.

If notice is mailed, proof of mailing to the mailing address shown in the SCHEDULE will be sufficient proof of notice.

If notice is mailed, and other insurance is effective before the effective date of our cancellation, coverage under this policy no longer applies to the designated person(s) or organization(s) shown in the SCHEDULE above, as of the effective date and time of the other insurance.

Our failure to provide notice to the person(s) or organization(s) shown in the SCHEDULE shall not delay the effective date of the cancellation of this insurance to the Named Insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2022

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PRODUCER Sweet Insurance Agency 33584 Harper Clinton Twp., MI 48035	CONTACT NAME: Edward A. Holowchak	
	PHONE (A/C, No, Ext): 248-723-6000 FAX (A/C, No): 248-723-8234	
	E-MAIL ADDRESS: eholowchak@sweetinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers / Assiged Risk	11347
INSURED Mandamus Group Services, Inc. 2465 23 Mile Road Shelby Twp, MI 48316	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		R6GKUB-1K59241-9-21	12/31/2021	12/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: All Michigan employees co-employed by Insured and Star Towing. Star Towing is an alternate employer by endorsement under this policy.

CERTIFICATE HOLDER

CANCELLATION

Star Towing 16550 Racho T AYLOR, MI 48180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PROOF OF INSURANCE FOR CITY OF LIVONIA

Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals or rules and rate, except (1) the insurance shall not be subject to the usual "x" – explosion, "c" – collapse or "u" – underground property.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is cancelled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED Star Towing and Recovery LLC DBA Star Towing and Recovery			
ADDRESS 16550 Racho Rd.		CITY Taylor	STATE MI
TELEPHONE NO. (734) 241-3601		FAX NO.	

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES	LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY
		EFFECTIVE	EXPIRATION
☐ General Liability ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☒ \$ 500 P.D. Deductible ☐ XCU Exclusion ☐ Owners/Contractors Protective	CPP 0101121 Fremont Insurance Company	09/03/2021	09/03/2022
			General Aggregate \$ 4,000,000
			Prods. comp/ops Aggregate \$ 4,000,000
			Personal & Advertising Inj. \$ 2,000,000
			Each Occurrence \$ 2,000,000
			Fire Damage (any one fire) \$ 100,000
			Medical Exp. (any one person) \$ 5,000
AUTOMOTIVE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☒ Hired Autos ☒ Non-Owned Autos ☒ Garage Liability	CAP 0035856 Fremont Insurance Company	09/03/2021	09/03/2022
			Combined Single Limit (Minimum \$2,000,000.00) \$ 1,000,000
			Bodily Injury (per person) (Minimum \$500,000.00) \$
			Bodily Injury (per accident) (Minimum \$1,000,000.00) \$
			Property Damage (Minimum \$1,000,000.00) \$
☒ Umbrella	CUP 0036252 Fremont Insurance Company	09/03/2021	09/03/2022
			Each Occurrence \$ 1,000,000
			Aggregate \$ 1,000,000
☐ Excess Liability Other Than Umbrella			
			Each Occurrence \$
			Aggregate \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY			
			STATUTORY
			\$ (Each Accident)
			\$ (Disease- Policy Limit)
			\$ (Disease- Each Empl.)
☐ Other			

NAME OF AGENCY The Campbell Group		NAME OF INSURANCE COMPANY (If only one for all policies) Fremont Insurance Company	
ADDRESS 4808 Broadmoor Ave SE, Kentwood, MI 49512		CITY Fremont	STATE MI
TELEPHONE NO. 616-541-1379		FAX NO. 800-847-3129	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivisons:

City of Livonia
12973 FARMINGTON ROAD
LIVONIA, MI 48150

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivisions shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

FREMONT INSURANCE COMPANY**CANCELLATION OR NONRENEWAL NOTIFICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO POLICY
COMMERCIAL PACKAGE POLICY
COMMERCIAL UMBRELLA POLICY
WORKERS COMPENSATION POLICY

SCHEDULE

Name of Person(s) or Organization(s)	Number of Days Notice
City of Livonia 12973 Farmington Rd Livonia, MI 48150	30

The provisions of the Coverage Form apply unless modified by this endorsement.

If this policy is cancelled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE above shall be notified at least:

1. 10 days prior to the effective date of cancellation if we, Fremont Insurance Company, cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we, Fremont Insurance Company, cancel for any other reason.

If the law of the state in which notice is mailed requires a longer notice period, we will comply with those requirements.

If notice is mailed, proof of mailing to the mailing address shown in the SCHEDULE will be sufficient proof of notice.

If notice is mailed, and other insurance is effective before the effective date of our cancellation, coverage under this policy no longer applies to the designated person(s) or organization(s) shown in the SCHEDULE above, as of the effective date and time of the other insurance.

Our failure to provide notice to the person(s) or organization(s) shown in the SCHEDULE shall not delay the effective date of the cancellation of this insurance to the Named Insured.

Gulf Coast Underwriters

11073 Countryway Blvd. Tampa, FL 33626

Phone #813-864-4428 Fax #813-864-4429

5/26/2022

City of Livonia
12973 Farmington Rd
Livonia, MI 48150

Insured: Robert's Spill Response & Restoration LLC
RSRR
716 S Roessler
Monroe, MI 48161

Effective Date: 08/06/2021- 08/06/2022

Company: Homeland Ins Co of NY

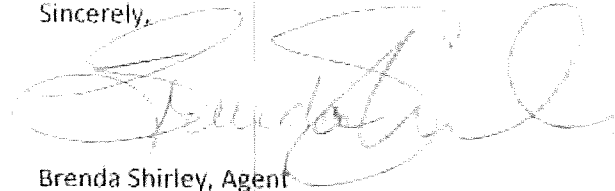
Policy Number: 793-00-95-63-0002

To whom it may concern,

Refer to attached certificate issued 5/26/2022 and the following:

Notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, and the endorsement describes the notice of City of Livonia will receive prior to any change or cessation of coverage.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brenda Shirley", is written over a horizontal line.

Brenda Shirley, Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2022

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

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

PRODUCER Sweet Insurance Agency 33584 Harper Clinton Twp., MI 48035	CONTACT NAME: Edward A. Holowchak	
	PHONE (A/C, No, Ext): 248-723-6000 FAX (A/C, No): 248-723-8234	
	E-MAIL ADDRESS: eholowchak@sweetinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers / Assigned Risk	11347
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			R6GKUB-1K59241-9-21	12/31/2021	12/31/2022	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				☒ PER STATUTE ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

All Michigan employees co-employed by Insured and Robert's Spill Response LLC. Robert's Spill Response LLC is an Alternate Employer by endorsement under this policy.

CERTIFICATE HOLDER**CANCELLATION**

Robert's Spill Response LLC 716. S. Roessler St. Monroe, MI 48161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

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

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PRODUCER	Gulf Coast Underwriters 11073 Countryway Blvd Tampa, FL 33626	CONTACT NAME: Brenda Shirley	
		PHONE (A/C, No, Ext): 813-864-4428	FAX (A/C, No): 813-864-4429
		E-MAIL ADDRESS: brenda@gcuins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Homeland Ins Co of NY	34452
INSURED	Robert's Spill Response & Restoration LLC 716 S Roessler Monroe, MI 48161	INSURER B: Evanston Insurance Company	35378
		INSURER C: Progressive Michigan Ins Company	10187
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			793-00-95-63-0002	08/06/2021	08/06/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ PIP & PPI ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			00990318-2	08/08/2021	08/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 100,000 / 300,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater			4IM1035315	12/30/2021	12/30/2022	1,000 Deductible 66,000
A	Pollution Liability			793-00-95-63-0002	08/06/2021	08/06/2022	2,500 Deductible 2,000,000
A	Professional Liability			793-00-95-63-0002	08/06/2021	08/06/2022	2,500 Deductible 2,000,000

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

2002 Ford #1FDXE45SF2HA54673
2021 Sure Trac #5JW2D162XM4324108
2021 Sure Trac #5JW2U2721M3324251
2020 Humboldt Trl #4H1021426L0545341

CERTIFICATE HOLDER

CANCELLATION

Robert's Spill Response & Restoration LLC
716 S Roessler
Monroe, MI 48161

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2022

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PRODUCER	Gulf Coast Underwriters 11073 Countryway Blvd Tampa, FL 33626	CONTACT NAME:	Brenda Shirley		
		PHONE (A/C, No, Ext):	813-864-4428	FAX (A/C, No):	813-864-4429
		E-MAIL ADDRESS:	brenda@guins.com		
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Homeland Ins Co of NY			34452
INSURED	Robert's Spill Response & Restoration LLC RSRR 716 S Roessler Monroe, MI 48161	INSURER B: Evanston Insurance Company			35378
		INSURER C: Progressive Michigan Ins Company			10187
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		793-00-95-63-0002	08/06/2021	08/06/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ PIP & PPI ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			00990318-2	08/08/2021	08/08/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							UM/UIM	\$ 100,000 / 300,000
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Equipment Floater			4IM1035315	12/30/2021	12/30/2022	1,000 Deductible	66,000
A	Pollution Liability			793-00-95-63-0002	08/06/2021	08/06/2022	2,500 Deductible	2,000,000
A	Professional Liability			793-00-95-63-0002	08/06/2021	08/06/2022	2,500 Deductible	2,000,000

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

Certificate holder is listed as Additional Insured re: General Liability

CERTIFICATE HOLDER

CANCELLATION

City of Livonia
12973 Farmington Road
Livonia, MI 48150

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT B – DESCRIPTION OF TOW YARD

Physical Address 12719 Inkster Road, Livonia, Michigan

Major cross streets: Schoolcraft and Fullerton (next to the railroad tracks)

Size of Lot (Acres/Square Footage): 2.83 Acres

Attach photos of lot and written description below:

The 2.83 acre impound facility was approved by the Livonia Planning Commission on May 17, 2022. It will be located on 12719 Inkster Road between CSX Railroad and Schoolcraft in the Northeast 1/4 of Section 25. The approval is below with a survey of the property and an ariel image.

LETTER TO THE LIVONIA CITY COUNCIL

Planning May 23, 2022

MEETING DATE
Study Meeting of June 6, 2022

AGENDA ITEM
WAIVER PETITION: PR Recovery, Inc. request side of Inkster Road 25

BACKGROUND
May 23, 2022
Honorable Members City of Livonia, Michigan
Re: Petition 2022-04
Dear Council Member:

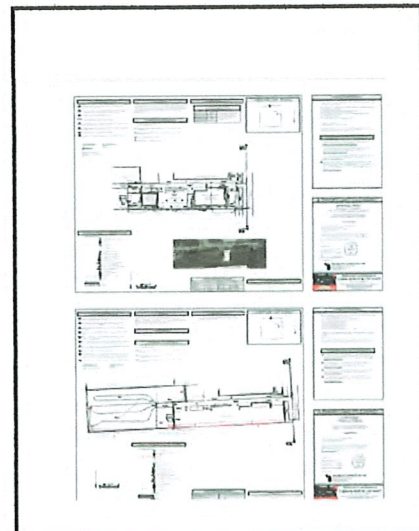
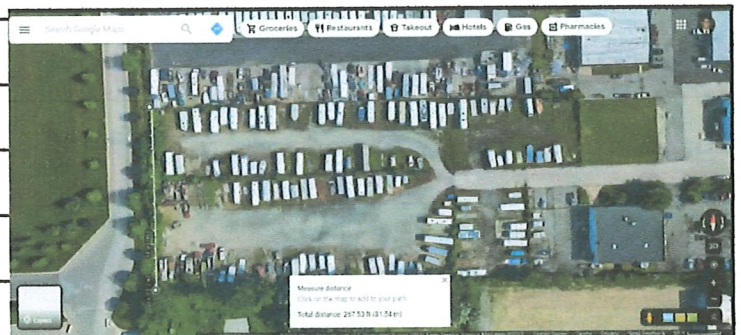
At the 1,187th Public Meeting, May 17, 2022, the following was discussed:

RECOMMENDATION
#05-28-2022 RESOLVED, Planning Commission on PR Recovery, Inc. requesting waiving Vision 21 Zoning Ordinance, located on the west side of Inkster Road in the Northeast 1/4 of Section 25, at that Petition 2022-04 02-12 1

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance, as amended.

FISCAL CONSIDERATION
None

ATTACHMENTS
1. That the Site Plan identified as Sheet CE1 dated April 6, 2022, as revised, prepared by Hennessy Engineers, Inc., is hereby approved and shall be adhered to.
2. That the easement right of way leading back to the tow yard shall be repaired to the satisfaction of the Engineering Department.
3. That the parking lot for employees and customers directly behind the building shall be repaired,





COMPANY OVERVIEW

MISSION STATEMENT: To deliver an engaged, professional, and courteous team that specializes in law enforcement impound towing, recovery, storage, and auction solutions. We provide the highest quality towing services, with a focus on safety and a technology based system, both continuously improving as we keep up with industry trends.

ABOUT AREA TOWING & RECOVERY, INC.

Area Towing & Recovery is a vehicle towing, recovery, storage, impound and auction service founded in Detroit, Michigan in 1996, before moving to Taylor, Michigan in 1998. For twenty plus years, the company has been focused on providing the best possible experience for customers whose vehicles have been towed and top-notch service to the state of Michigan and municipalities for which it has contracts. The company specializes in providing services for law enforcement agencies.

Area Towing has been the towing company of record for law enforcement agencies since 1998. During that time, the company has forged close working partnerships with police departments and city administrators. To meet the needs of municipalities, Area Towing has developed a value-added service at its own expense that automates many legally mandated steps that previously required paid city resources to manage.

Area Towing is currently located within the city limits of Taylor and is owned in whole by Shane Anders, an active business member of the community. Area Towing knows the professionalism of its staff is a reflection on the city. Area Towing continually invests in the business to provide quick response to police calls and also provides secure vehicle storage and respectful customer service.

Area Towing is responsible for establishing many of the processes currently used by local law enforcement agencies for towing impounded vehicles, managing a secure impound lot and developing custom technology solutions to meet their specific needs. In fact, most of the services and technology Area Towing has developed was while working in partnership with the various chiefs of police over the years.

As a result of the investment Area Towing has made in improving its technology law enforcement agencies have successfully reduced the number internal resources needed to manage the administrative processes related to impounding vehicles. Due to these technological improvements, processes are automated, which allows police resources to stay focused on public safety.

Shane Anders, the sole proprietor of Area Towing, is proud to be a committed business owner and is actively involved in the communities Area Towing serves. He is a founding board member of the Taylor Conservatory, and supports many local organizations. Anders also sits on the board of directors of the Michigan Towing Association, serving as its secretary. Additionally, he is one of four members serving on the Michigan Towing Associations' legislative committee.

READY TO SERVE

Available 7 days a week, 24-hours per day

Dispatch staff at a central location to manage incoming calls

Loyal, long-term drivers perform towing services

Rapid response to service calls

Secure, well-maintained impound facility

Strong partnership with police and city

Technology developed specifically for needs of Law Enforcement Agencies

---ADDENDUM NO.1 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders

Title: CEO

Print Name: Shane Anders Date 05/31/2022



Date: MARCH 17, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 2 – TOWING AND IMPOUND SERVICES

Addendum No. 2 is being issued to clarify the deadline for submitting questions. Please be advised that the question deadline for Towing and Impound Services is **March 18, 2022 no later than 4:00 p.m.** Questions should be submitted via email to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov.

All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their bid response.

---ADDENDUM NO. 2 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

-

Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders

Title: CEO

Print Name: Shane Anders Date 05/31/2022

Addendum No. 3 – Towing and Impound Services

8. MCL 257.676d prohibits a wrecker service from offering a local unit of government a payment, fee or commission to induce the local unit of government to enter into a contract with or secure business for the wrecker service. It also prohibits a local unit of government from requiring accepting a fee in return for securing business for the wrecker service. On page 6, the fee proposal, if someone bids \$0.00 for any Group A, City Owned Vehicle service, would that be a violation of 257.676d, unless the same service, if done for Group C is also \$0.00? If Group A fees are greater than \$0.00 but less than Group C fees, is that a violation, being a discount?

Addendum No. 3 provides a revised price sheet.

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response.

---ADDENDUM NO.3 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders

Title: CEO

Print Name: Shane Anders

Date 05/31/2022

All other provisions of the bid remain the same. The bid due date remains the same. Bidders shall sign and return addendum acknowledgment with bid response.

----Addendum No. 4 – Towing and Impound Services- Acknowledgement----

Company Name: Area Towing & Recovery, Inc.

Authorized Signature Shane Anders Date 05/31/2022

Print Name: Shane Anders Title CEO



Date: May 2, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 5 – Towing and Impound Services

Addendum No. 5 is being issued in response to the following question:

QUESTION: For the 5-year experience requirement (RFP page 2 and page 9 of the Statement of Qualifications), experience of employees and staff count toward the experience total. In that same vein, if an applicant that has shown the requisite intent to secure property in Livonia, but has not paid real or personal taxes for a year yet has staff members or employees that live in Livonia or otherwise have paid Livonia real or personal taxes for a year or more, will that qualify that vendor as City based? It would seem that if staff/employee experience is to be counted, then staff/employee tax paying should likewise be counted. Can you confirm this?

CITY'S RESPONSE: City of Livonia Code of Ordinances subsection 3.04.140.E.2 defines a "City-based firm" as:

A firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

Experience as a residential taxpayer plays no role in determining whether a bidder is a City-based firm.

All other provisions of the RFP remain the same. The due date remains the same. Please return acknowledgement for Addendum No. 5 with your proposal response uploaded to the MITN website.

---ADDENDUM NO.5 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders

Title: CEO

Print Name: Shane Anders

Date 05/31/2022

Addendum No. 6 – Towing and Impound Services

sewers and the like, occasioned by the contractor's subsurface operations."

d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.

(1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

(2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

Proof of Carriage of Insurance

The contractor shall provide the City, at the time this contract is returned by him for execution, the certificates listed below. A guarantee that thirty (30) days' notice will be given to the City prior to cancellation of, or change in, any insurance coverage shall be endorsed on each certificate:

- a. Four (4) copies of Certificate of Coverage of Contractor's Worker's Compensation Insurance.
- b. Four (4) copies of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
- c. Four (4) copies of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
- d. Four (4) copies of Certificate of Coverage of Contractor's Protective Public Liability and Property Damage Insurance.

The due date remains the same. Please return acknowledgement for Addendum No. 6 with your proposal response uploaded to the MITN website.

---ADDENDUM NO. 6 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

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Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders Print Name Shane Anders

Title: CEO Date: 05/31/2022



Date: May 31, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 7 – Towing and Impound Services

Addendum No. 7 is being issued to clarify required proposal submittals. Please provide the information requested below in the order listed.

1. Form of Proposal
2. Revised Fee Proposal (See Addendum No. 3)
4. Statement of Qualifications
5. Towing Services Disclosure Form
6. References
7. Exhibit A - Equipment List
8. Exhibit B - Description of Tow Yard
9. Company Overview

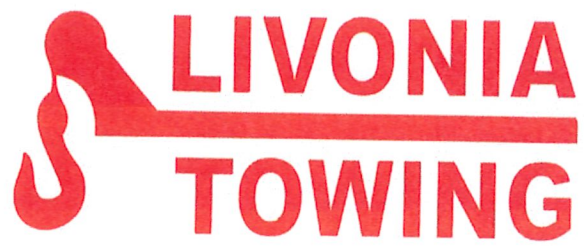
All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their proposal response.

-ADDENDUM NO. 7 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT-

Company Name: Area Towing & Recovery, Inc.

Signature: Shane Anders Print Name Shane Anders

Title: CEO Date: 05/31/2022



Bid Submission For:

City of Livonia

Police Department

Towing and Impound Services

Solicitation Number

RFP-DEC32021-POL

12955 Levan Rd

Livonia, Mi 48150

734-591-0456

FORM OF PROPOSAL

TOWING SERVICES

Proposal of DOJHoldings LLC dba Livonia Towing hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as S Corporation *. Insert as applicable: "a corporation", "a partnership" or "an individual" TO THE CITY OF LIVONIA, MICHIGAN, hereinafter called OWNER:

The undersigned as Bidder hereby declares: that this Bid is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that the Bidder has read and examined documents included in the Request for Proposal by the City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and equipment to perform the towing services specified in the Request for Proposal in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

#1 - 1/28/22, #2 - 3/17/2022

#5 - 5/2/2022

#3 - 4/12/2022, #4 - 4/25/2022

#6 - 5/13/2022

The contract will be recommended for award to the highest ranked bidder demonstrating an ability to meet the requirements set forth in this solicitation.

The contractor shall complete and return all necessary forms with proposal submission.
BIDDER SHALL USE ONLY THE FORMS PROVIDED BY THE CITY OF LIVONIA TO PROVIDE PRICING WITH NO EXCEPTIONS.

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence at the date and time set forth after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received.

In submitting this proposal, it is understood that the right is reserved by the OWNER to accept any proposal, to reject any or all proposals, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 5/27/2022

Date*

BY DOJHoldingsLLC dba Livonia Towing

Name of Bidder*

12955 Levan Rd

Street*

Livonia, MI 48150

City, State, ZIP*

734-591-0456

Telephone Number*

734-464-0661

Facsimile Number*



Signature

Diane O. Wilson, Owner/President

Name and Title of Signatory*

*Typed or printed in ink.

RETURN THE FOLLOWING DOCUMENTS AS A PDF FILE WITH YOUR BID RESPONSE
UPLOADED TO THE MITN WEBSITE:

1. Form of Proposal (2 pages)
2. Towing Services Fee Proposal (2 pages)
3. Fee Schedule (2 pages)
4. Statement of Qualifications (3 pages)
5. Towing Services Disclosure Form (3 pages)
6. References (1 page)
7. Exhibit A – Equipment List
8. Exhibit B – Description of Tow Yard
9. Company Overview (1 page)

Please provide the documents in the order listed above.

IMPORTANT DATES:

- | | |
|---|---------------------------------------|
| • RFP Issued | 12/5/2021 (Posted to MITN website) |
| • Prebid RSVP Deadline | 01/13/2022 (RSVP via email) |
| • Prebid Meeting | 01/17/2022 (10:00 a.m.) |
| • Question Deadline | 03/16/2022 (Submitted via email) |
| • Proposal Due Date (No later than 2:00 p.m.) | 05/31/2022 (Uploaded to MITN website) |

Page 2 of Form of Proposal **Towing Services Fee Proposal** was replaced by Addendum #3. Attached.

Page 2 of Form of Proposal listed documents to be included item #3 **Fee Schedule** form was not provided in RFP.

Addendum No. 3 – Towing and Impound Services

ADDENDUM NO. 3 – REVISED FEE PROPOSAL
CITY OF LIVONIA TOWING AND IMPOUND SERVICES
PROPOSED FEE SCHEDULE

**COMPANY
NAME:**

#	Description	Fee
1	5,000 GVWR and under	85 + \$5 per mile
2	5,001 to 10,000 GVWR	150 + \$5 per mile
3	10,001 GVWR and over	250+\$10 per mile
4	Tire change	Surface \$65
5	Jump Start	\$65
6	Winching	starts at \$75
7	Medium duty winch vehicle recovery (one hour minimum)	\$150
8	Heavy duty winch vehicle recovery (one hour minimum)	\$250
9	Charge per mile if beyond City limits	\$5
10	Street sweep requested by Police (no vehicles present)	0
11	Containment/Environmental cleanup of vehicle fluids when no vehicle is present	0
12	Lockout	\$65
13	Cars and small trucks from surface locations	Impound \$110
14	Cars and small trucks from freeways	Impound \$130
15	Flatbed charge	85 + \$5 per mile
16	Dollies	\$75
17	Medium duty trucks from surface roads per hour (one hour minimum)	\$150
18	Medium duty trucks from surface locations per hour (one hour minimum)	Freeway \$175
19	Heavy duty trucks from surface locations per hour (one hour minimum)	\$250
20	Daily storage charge	\$20
21	Standard sweep/cleanup debris from accident scene involving vehicles	starts at \$50
22	Standard spill containment/environmental cleanup of vehicle fluids	starts at \$50
23	Remove license plate for Police Department	\$5
24	Disconnecting linkage	\$75
25	Extra labor hourly rate (if required)	\$75
26	Pull start service (used to start large vehicle)	\$150
27	Delivery of gas (plus cost of fuel)	\$55
28	Towing within City limits	85 + \$5 per mile
29	Tire change	Freeway \$75

Statement of Qualifications – Towing Services

Contractors must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: Livonia Towing

Address 12955 Levan Road, Livonia, MI 48150

Contact Person: Diane O Wilson Title Owner/President

Phone No. 248-921-3373 Email Livoniatowing@gmail.com

Number of years operating under your present name: 46 years

Number of years present owners have owned the company: 1.5 years

Number of years of experience the current owner has in providing towing services to municipalities 2.5 years.

Does your company presently operate a tow yard within the city limits of Livonia?
☒ Yes ☐ No

If your response to the previous question was "no," Does your company have an approved site plan to establish a towing operation in the City of Livonia as provided by the City of Livonia Planning Commission? ☐ Yes ☐ No (If yes, provide a copy of approved plan with proposal submission)

List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Years Serviced (From/To)
City of Livonia	Historically 40+ years - to current

Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
1976 to current	Livonia Police Department	Towing and Impound Services

General nature of work performed by your company:

We provide towing and recovery, tire changes, lock out assistance, jump starts and winching services for all vehicles.

List the members of the team who will be assigned to manage towing services on behalf of the contractor and the roles they will perform. Attach copies of the resumes of the persons listed below:

Name	Title	Role	Years of Experience
Diane O. Wilson	Owner/President	All operations and management	Business 30+, Towing Industry 2.5
Jack A. Perfect	Fleet & Staff Supvr	All levels of towing, maintaining the fleet	30+ years
		and staff training & supervision	

What challenges do you foresee?

With the current economic climate uncertainty, the biggest challenge continues to be obtaining parts for maintaining the fleet and fuel expenses.

What is included in your base price for services? What services will incur additional fees:

Tow includes - standard hook up, winching onto the bed or hooked to wheel lift, 5 foot area around vehicles clean up, tow to location and drop off.

Customer can ride with driver. Added fees: additional winching, rollovers, clean up outside of 5 foot area, sealing windows, separating vehicles, and water recoveries.

The contractor agrees to only dispatch trucks and equipment which bear the name of the contractor to City of Livonia requests for service.

YES ☒ NO ☐

My company has sufficient equipment to dedicate to servicing the City of Livonia Towing Services contract exclusively? ☒ YES ☐ NO

We have completed Exhibit "A" – Towing Services Contract Equipment and included it as a part of our attached bid ☒ YES ☐ NO (You must use the City's form)

Please attach to your proposal response a detailed written description of your tow yard along with the physical address and pictures of the tow yard. Label tow yard information "Exhibit B – Tow Yard Description"

Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by Livonia Police Department

Customer Phone No.: 734-591-0456

24-Hour Livonia Police Phone No.: 734-591-0456

COMPANY NAME: Livonia Towing

Diane O. Wilson

28900 Savoie Court, Livonia, MI 48154 248-921-3373

LivoniaTowing@gmail.com

EXPERIENCE

Livonia Towing – March, 2021 – current – Owner/President

My experience in the towing industry continues when I transitioned from a supporting role to Owner and Manager by buying Livonia Towing. Hands on 24 hours dispatching, maintaining all records, upgraded paper and pencil documentation to electronic system for more efficiency. I have upgraded the security camera system and electronic gate for easier access afterhours for Livonia Police Department. Manage personnel daily including hiring, scheduling and training. Manage maintenance of vehicles and all repairs. I make all financial decisions and provide all the daily accounting responsibilities. I am involved with all daily operations and take pride in helping people whenever I can.

North Redford Towing & Transport – October, 2019 - current

My experience in the towing industry began when I assisted the current owner of North Redford Towing & Transport with the purchase and transition to the new ownership. I provide support as the Property Controller overseeing the accounting of the company. I assist in all the financial decisions related to operations and expenditures. I support in dispatch, billing, equipment maintenance records and compliance requirements. I learned daily operations by taking on an active role from inside of a towing and transport company. I continue my role as a behind the scenes accountant since I purchased Livonia Towing from Livonia Towing's location. I have no ownership or investment in the company.

Northville Hills Golf Club & Banquet Center – February, 2005-February, 2021 - General Manager

For over 16 years was in charge of managing the entire operation. This included supervising all department heads and up to 100 employees, oversaw repairs and maintenance of the golf course and equipment, overseeing clubhouse operations, and equipment while maintaining control of expenses and generating revenue. I made all decisions regarding annual Capital Expenditures, responsible for budgeting, projecting and adjusting as needed to meet targeted year end goals.

I managed improvements to the golf course and clubhouse including the bunker renovation, bathroom remodel, HVAC equipment replacements, coordination of computers, software and telephone system upgrades, and oversee maintenance of the golf cart fleet.

I negotiated all contracts with vendors and cultivate business relationships on an ongoing basis including but not limited to members, public guests, charity directors and tournament committees.

Human Resources

Supervised Department heads including screening, hiring, evaluating, working with them to develop and support their professional goals and terminating employees. Maintain all employee records and prepare bi-weekly payroll for up to 100 employees.

Diane O. Wilson – resume page 2

Accounting & Financial

I continued to perform Controller responsibilities along with the GM role. This included daily reconciliation of cash, management of receivables and payables, payroll, budgeting, cost of goods sold, labor, all expenses and forecasting adjustments monthly to meet both short and long term goals.

Summary

I have over 30 years' experience in business, management and accounting. I am a hands-on manager and make every effort to treat people with kindness and respect. My approach has always been to work with people as team and continue that management practice today.

Accomplishments

In addition to my career accomplishments, I have been a single mother of three amazing daughters for over 20 years. I was on a grand jury for a year with Oakland County while working full-time and raising my children.

References

John Rahie, Attorney

Director of Alex Partners

New York, New York

302-438-2626

Patrick Renner, President

Wilson Golf Group

Stillwater, Minnesota

651-321-3728

Jennifer Amman, Sales Consultant

Great Lakes Wine & Spirits

248-214-8454

Andrew Thoresen, Superintendent

Northville Hills Golf Club

Northville, Michigan

248-444-5980

Roy & Terri Naumann

734-667-3739

Derek Samp, Service Manager

Feldman Kia of Novi

Cell: 734-634-7027

Work: 248-773-3040

Jack A. Perfect

19139 Inkster Rd

Livonia, Mi 48152

LivoniaTowing@gmail.com

I have been towing since 1990 in which I started with sling operations then moved onto wheel lift and flatbed. I worked my way up and started working with heavy duty wreckers in 2005. I achieved my CDL and have been doing heavy duty towing for the past 17 years. I have extensive experience with rollovers from small vehicles to fully loaded tractors and trailers with all different types of recoveries in between. I also have several years of experience with law enforcement towing & recovery. Since joining Livonia Towing, I have continued to use my supervision and training experience in my current role as the Fleet & Staff Supervisor.

Experience

Livonia Towing – Livonia - 2021-Current

Service Towing- Warren – 2014-2021

Allied Towing – Detroit – 2010-2014

Joeys Towing – Warren – 2005-2010

Boulevard & Trumbull Towing - Detroit – 2003-2005

Westland Car Care Towing- Westland – 2000-2003

B.C Towing – Detroit – 1998-2003

Dave's Towing- Redford – 1990-1999

Skills

32 years of towing

17 years heavy duty towing & recovery

15 years of supervision & training

Proposed Hours of Operation

DAYS	BUSINESS HOURS
We are able to provide out of office hours access on a case by case basis.	
Monday – Friday	Office hours 9 AM to 5PM Towing is 24 hours
Saturday	Office hours 9 AM to 1PM Towing is 24 hours
Sunday	Office - closed Towing is 24 hours
Holidays	Office - closed Towing is 24 hours

What value added services in addition to those specified can your company provide?

DESCRIPTION OF SERVICE	FEE
We have, on occasion, taken customers home	\$0
Apply Crash Wrap - for sealing windows and protects interior	starts at \$10
Recover documentation, belongings and license plates for customers from vehicles	\$0
We have provided loading assistance for customers at our lot	\$0
We provide jump starts for customers at our lot	\$0
We have aired up tires at our lot for customers	\$0
We have assisted customers in getting into their vehicles at our lot	\$0
Provide pictures for customers and insurance companies	\$0

Provide the street address within Livonia City limits where the tow yard is located.

12955 Levan Rd, Livonia MI 48150

Major cross streets: **Between Schoolcraft & Plymouth on West side of Levan**

Size of tow yard: **3.01 Acres**

COMPANY NAME: **Livonia Towing**

TOWING SERVICES DISCLOSURE FORM

NAME OF COMPANY: DOJ Holdings LLC dba Livonia Towing

NAMES & TITLES OF PRINCIPLE OFFICERS

NAME	TITLE
Diane O. Wilson	Owner & President

1. Is anyone with a stake or interest in your company an elected/appointed official of the City of Livonia, employed by or related to a City of Livonia employee?

Yes _____ No x

If yes, please provide the names and nature of the relationships between your company and City of Livonia officials/personnel.

2. Does the company named above or any of its owners/employees have any established relationships or investments with auto parts companies? _____ Yes x No

If yes, please provide specific information specifics: _____

3. Does the company named above have any familial relationships with City of Livonia personnel (appointed, elected or civil service)?

_____ Yes x No

If yes, state the name of the company personnel and describe the type of relationship had with a City of Livonia elected or appointed officials or civil service employees.

4. Is the company submitting this bid up to date with property taxes, water bills or other obligations owed to the City of Livonia, Michigan?

x Yes _____ No

If no, please describe indebtedness to the City of Livonia and what is being done to

resolve outstanding monies owed.

5. Has any employee, owner, stakeholder of the company submitting this bid ever been employed by the City of Livonia in any capacity? ____ Yes ☒ No

NAME	DATES OF EMPLOYMENT	DEPARTMENT

6. Does the company submitting this bid know of any relationship, business arrangement, or connection to the City of Livonia which could be looked upon as a conflict of interest and should be disclosed? Disclosure of connections to the City of Livonia or its personnel do not necessarily mean that the vendor is disqualified from consideration of award.

None

7. Bidder shall disclose all relationships with recycling vendors, body/collision shops, scrap processing or used car businesses. Add additional sheet if necessary.

Business Name	Business Type	Describe formal/informal ties to the vendor
GLR	Scrap/recycling	informal
MPA Collision	Repair Shop	informal
Bill Brown Ford	Collision shop	informal
Feldman Chevrolet	Collision Shop	informal
Alex and Dave's Auto Repair	Auto Repair	informal
Livonia Chrysler Jeep	Collision Shop	informal
Luxury Motors	Dealership	informal
We have no formal relationships with any recycling vendors, body shops, scrap processing or used car businesses.		

As an authorized representative of the company submitting a bid response, I do affirm that the information presented in this disclosure form is true and accurate.

Authorized Signature:  Date 5/28/2022

Print Name: Diane O. Wilson Title: Owner/President

Phone No.: Office: 734-591-0456 Cell: 248-921-3373 Email: Livoniatowing@gmail.com

REFERENCES – TOWING SERVICES

Complete contact information for all references must be provided.

COMPANY NAME: **Livonia Towing**

Reference Company Name: Nagle Paving - Doug Broecker	
City/State: Novi, MI	
Summary of Work Performed: Towing of all size of vehicles	
Dates of Work: Various and ongoing for several years	
Company Contact Person:	Title: Head Mechanic
Phone Number:	Email: 810-728-5121 dbroecker13@gmail.com

Reference Company Name: Schoolcraft College - Doug Gildner	
City/State: Livonia MI	
Summary of Work Performed: Transfer of training vehicles before and after training We also provide our scrap vehicles for their training	
Dates of Work: Various and ongoing for several years	
Company Contact Person:	Title: Fire Technology Coordinator
Phone Number:	Email: 734-462-4400 ext 4314 sfddgl@gmail.com

Reference Company Name: SBA Global Logistics - Frank Youvon	
City/State: Romulus, MI	
Summary of Work Performed: Private towing including his classic cars, Commercial Towing also selected to Work with him on WCSX Stone Soup Bronco Project moving Bronco parts and finished Bronco for Vets Returning Home Charity	
Dates of Work: Various and ongoing for several years	
Company Contact Person:	Title: Sales Account Manager
Phone Number:	Email: 248-220-0461 youvonf@sbaglobal.com

REFERENCES – TOWING SERVICES

Complete contact information for all references must be provided.

COMPANY NAME: **Livonia Towing**

Reference Company Name: Alex and Dave's Auto Repair - Alex Baydoune Livonia, MI	
City/State:	
Summary of Work Performed: Towing of all size of vehicles	
Dates of Work: Various and ongoing for several years	
Company Contact Person:	Title: Owner
Phone Number:	Email: 734-744-4393 alexanddavesautorepair@gmail.com

Reference Company Name: USPS - Livonia Post Office Vehicle Maintenance Facility Justin May Livonia, MI	
City/State:	
Summary of Work Performed: Towing, jump starting, lock outs and winching	
Dates of Work: Various and ongoing for several years	
Company Contact Person:	Title: Lead Automotive Technician
Phone Number:	Email: 734-427-0322 Justin.A.May@usps.gov

Reference Company Name: AAA Insurance - David Siecinski Auto Club Group	
City/State:	
Summary of Work Performed: Towing from our lot to insurance destination. Provide detailed invoicing for Inspector	
Dates of Work: Various and ongoing for over a year with this Inspector	
Company Contact Person:	Title: Field Inspector
Phone Number:	Email: 248-331-5456 dsiecinski@acg.aaacom



Diane Wilson <dojholdingsllc@gmail.com>

Customer Service Letter

1 message

Frank Youvon <youvonf@sbaglobal.com>
To: Diane Wilson <dojholdingsllc@gmail.com>

Tue, May 24, 2022 at 1:08 PM

To Whom it May Concern,

I have used Livonia Towing for the past 5 years for Commercial and my own Personal use and they have been outstanding! Their office staff always answers the telephone and they are courteous and they give you an estimated arrival time for the tow truck.

Each time they have towed my vehicles the driver was courteous and did not damage them. Their rates are very competitive, and you cannot beat the service!!

Because of their great service, I have (SBA Global Logistics) Teamed up with them for the WCSX Bronco Project.

They are providing free towing for the 1974 bronco restoration project! This restoration project will require the bronco to be moved 8-10 times during the full restoration process. WCSX is raffling the vehicle off in September and all proceeds will be given to returning US Veterans.

I would highly recommend them to friends and family!!

Sincerely,

Frank J. Youvon

Cell 248 220-0461

**Frank Youvon**

Sales Account Manager

youvonf@sbaglobal.com | Office: 734-955-1270 | Mobile: 248-220-0461 | Fax: 734-955-2526

14745 Five M Centre Drive • Romulus, MI 48174 (U.S.A.) www.sbaglobal.com

By requesting a quotation or service, the customer agrees it has reviewed and agrees to be bound by the Company's Terms and Conditions of Service, available at www.sbaglobal.com.

CONFIDENTIALITY NOTICE: This e-mail transmission may contain sensitive security information (controlled under 49 C.F.R. Parts 15 and 1520) or information that is proprietary, privileged and/or confidential and protected under state and federal law and is intended exclusively for the persons(s) to whom it is addressed. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended designees is strictly prohibited. If you are not the intended recipient or their designee, please notify the sender immediately by return e-mail and permanently delete all copies.

Justin May
Livonia Post Office Vehicle Maintenance Facility
11800 Merriman Rd.
Livonia, MI 48150
May 24, 2022

To Whom it May Concern:

The Livonia Post Office Vehicle Maintenance Facility services a fleet of 400 vehicles at 8 offices. While our primary purpose is preventive maintenance, road calls and vehicle shuttles are a sizable part of our daily operations. Our facility has partnered with Livonia Towing for years to provide us with roadside assistance and towing services. In my time working with them, Livonia Towing has always provided us reliable, timely service with professionalism and courtesy. Because of this, we have come to trust that they will get the job done, allowing us to focus on the many other needs of the Postal Service. I highly recommend Livonia Towing for anyone seeking a towing and roadside assistance provider.

Sincerely,

Justin May
Lead Automotive Technician, Livonia VMF
(734)427-0322



Livonia Towing <livoniatowing@gmail.com>

Towing Recommendation

Siecinski, David G. <dgsiecinski@acg.aaa.com>

Fri, May 13, 2022 at 1:00 PM

To: "Livoniatowing@gmail.com" <Livoniatowing@gmail.com>

To Whom it may concern,

I have been working with Livonia towing For the last year and have to say they are a great tow company to deal with. Their pricing is reasonable and they don't make things difficult to have the vehicle moved. They are always willing to go the extra mile to make sure they are taking care of their customers. I would Highly recommend them for the towing contract for the city of Livonia.

Dave Siecinski

Auto Club Group

dgsiecinski@acg.aaa.com

Field Inspector

Cell – (248)331-5456

Fax-844-299-8921

The information transmitted is intended only for the person(s) or entity to which it is addressed and may contain confidential and or privileged material and should be treated as a confidential The Auto Club Group communication. If the reader of this message is not the intended recipient, you are hereby notified that your access is unauthorized, and any review, dissemination, distribution, or copying of this message including any attachments is strictly prohibited.

Company Name: Livonia Towing

12955 Levan Rd, Livonia, MI 48150

Name: **Diane Wilson**

Phone No.: Office: 734-591-0456 Cell: 248-921-3373

Email: Livoniatowing@gmail.com

[illegible]

The City Livonia reserves the right to inspect all equipment listed as part of bid evaluation and throughout the term of contract if awarded. Failure to make all equipment listed available for inspection may be grounds for rejection of bid.

EXHIBIT B – DESCRIPTION OF TOW YARD

Physical Address 12955 Levan Rd, Livonia, MI 48150

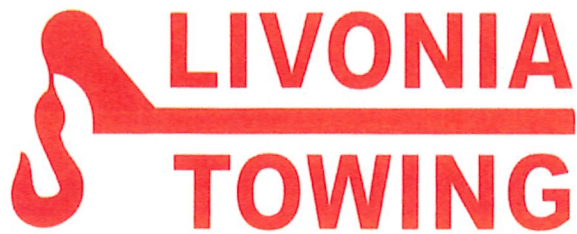
Major cross streets: Between Schoolcraft and Plymouth Rd on West side of Levan

Size of Lot (Acres/Square Footage): 3.01 Acres/131,116 SF

Attach photos of lot and written description below:

12955 Levan Rd has a 4,264 sf building that has 3 bays and office space. Additionally, we have a four
car garage available for vehicle inside storage. The storage lot area is completely fenced in with an
automatic gate system. The gate system has recently been replaced and upgraded that includes
keypads to allow 24/7 access for law enforcement. The lot is lighted and under 24 hour camera
recorded surveillance. The camera system is accessible remotely at anytime.





About Us

We have successfully and diligently served the City of Livonia for over 45 years as a community focused towing company. We have built up a trustworthy as well as a reliable name with our customers and our beloved residents.

Our dedicated professional drivers have over 40 years of experience in all levels of towing as well as recovery. They are well trained and highly skilled individuals. They are always prepared to go above and beyond for each customer.

Our on site office has a warm environment and always takes into consideration what our customers may be going through. The owner is hands on and supports the day to day operations. She is also involved with supporting 24/7 dispatching.

We are a family friendly small company and we take pride in our city. We strive to create good relationships with all customers and have maintained a positive reputation by keeping the costs down to keep reasonable prices.

We take pride in being not your traditional towing company. We have a very neat office, our trucks are washed daily, and we show up on scene in uniform. We are prepared to handle any challenge that comes our way.

Our company is dedicated to the City of Livonia. We like to participate in volunteer work with charities. We continuously strive to exceed the expectations of our performance, costs, and response times. Livonia is our community and we do what we can to support it.

MISSION

Our priority is to provide a safe, professional, and quality experience for our customers and our partners with the highest integrity level.

VISION

To provide the best towing services locally, while creating a family atmosphere with the utmost honesty and respect.

GOALS

To provide outstanding customer service and continuous training for employees.

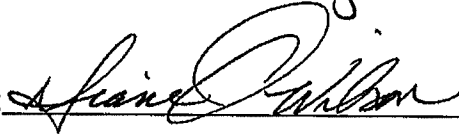
Continuously working on innovations for the highest efficiency level.

Creating a family oriented positive work environment for all employees.

Addendum No. 1 – Towing and Impound Services

---ADDENDUM NO.1 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: DOT Holdings LLC DBA Livonia Towing

Signature: 

Title: Owner/President

Print Name: DIANE O. WILSON Date: 5/24/2022



Date: MARCH 17, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 2 – TOWING AND IMPOUND SERVICES

Addendum No. 2 is being issued to clarify the deadline for submitting questions. Please be advised that the question deadline for Towing and Impound Services is **March 18, 2022 no later than 4:00 p.m.** Questions should be submitted via email to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov.

All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their bid response.

---ADDENDUM NO. 2 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: DOT Holdings LLC DBA Livonia Towing

Signature: *Diane O. Wilson*

Title: Owner/President

Print Name: DIANE O. WILSON Date 5/24/2022

Addendum No. 3 – Towing and Impound Services

8. MCL 257.676d prohibits a wrecker service from offering a local unit of government a payment, fee or commission to induce the local unit of government to enter into a contract with or secure business for the wrecker service. It also prohibits a local unit of government from requiring accepting a fee in return for securing business for the wrecker service. On page 6, the fee proposal, if someone bids \$0.00 for any Group A, City Owned Vehicle service, would that be a violation of 257.676d, unless the same service, if done for Group C is also \$0.00? If Group A fees are greater than \$0.00 but less than Group C fees, is that a violation, being a discount?

Addendum No. 3 provides a revised price sheet.

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response.

---ADDENDUM NO.3 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT--

Company Name: DOT Holdings LLC DBA Livonia Towing

Signature: 

Title: owner/President

Print Name: DIANE O. WILSON

Date: 5/24/2022

All other provisions of the bid remain the same. The bid due date remains the same. Bidders shall sign and return addendum acknowledgment with bid response.

----Addendum No. 4 – Towing and Impound Services- Acknowledgement----

Company Name: DOT Holdings LLC DBA Livonia Towing

Authorized Signature:  Date 5/24/2022

Print Name: DIANE O. Wilson Title owner/President



Date: May 2, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 5 – Towing and Impound Services

Addendum No. 5 is being issued in response to the following question:

QUESTION: For the 5-year experience requirement (RFP page 2 and page 9 of the Statement of Qualifications), experience of employees and staff count toward the experience total. In that same vein, if an applicant that has shown the requisite intent to secure property in Livonia, but has not paid real or personal taxes for a year yet has staff members or employees that live in Livonia or otherwise have paid Livonia real or personal taxes for a year or more, will that qualify that vendor as City based? It would seem that if staff/employee experience is to be counted, then staff/employee tax paying should likewise be counted. Can you confirm this?

CITY'S RESPONSE: City of Livonia Code of Ordinances subsection 3.04.140.E.2 defines a "City-based firm" as:

A firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

Experience as a residential taxpayer plays no role in determining whether a bidder is a City-based firm.

All other provisions of the RFP remain the same. The due date remains the same. Please return acknowledgement for Addendum No. 5 with your proposal response uploaded to the MITN website.

---ADDENDUM NO.5 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: DOT Holdings LLC, DBA Livonia Towing
Signature: *Diane O. Wilson*
Title: owner/President
Print Name: DIANE O. WILSON Date: 5/24/2022

Addendum No. 6 – Towing and Impound Services

sewers and the like, occasioned by the contractor's subsurface operations."

d. Subcontractor's Public Liability and Property Damage Insurance. The contractor shall require each of his subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.

(1) The contractor shall procure and maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

(2) The contractor shall procure and maintain during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property.

Proof of Carriage of Insurance

The contractor shall provide the City, at the time this contract is returned by him for execution, the certificates listed below. A guarantee that thirty (30) days' notice will be given to the City prior to cancellation of, or change in, any insurance coverage shall be endorsed on each certificate:

- a. Four (4) copies of Certificate of Coverage of Contractor's Worker's Compensation Insurance.
- b. Four (4) copies of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
- c. Four (4) copies of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
- d. Four (4) copies of Certificate of Coverage of Contractor's Protective Public Liability and Property Damage Insurance.

The due date remains the same. Please return acknowledgement for Addendum No. 6 with your proposal response uploaded to the MITN website.

---ADDENDUM NO. 6 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT---

Company Name: DOT Holdings LLC DBA Livonia Towing
Signature: [Signature] Print Name: DIANE O. WILSON
Title: Owner/President Date: 5/24/2022

PROOF OF INSURANCE FOR CITY OF LIVONIA

Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals or rules and rate, except (1) the insurance shall not be subject to the usual "x" – explosion, "c" – collapse or "u" – underground property.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is cancelled or reduced, and shall not resume operations until new insurance is in force.

DOJ Holdings LLC DBA Livonia Towing

ADDRESS 12955 Levan Rd TELEPHONE NO. 248-880-3720	CITY Livonia FAX NO.	STATE MI	ZIP CODE 48150
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TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☐ General Liability ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☒ \$ 500 P.D. Deductible ☐ XCU Exclusion ☐ Owners/Contractors Protective	CPP 0103367 Fremont Insurance Company	03/05/2022	03/05/2023	General Aggregate Prods. comp/ops Aggregate Personal & Advertising Inj. Each Occurrence Fire Damage (any one fire) Medical Exp. (any one person)	\$ 4,000,000 \$ 4,000,000 \$ 2,000,000 \$ 2,000,000 \$ 100,000 \$ 5,000
AUTOMOTIVE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☒ Hired Autos ☒ Non-Owned Autos ☒ Garage Liability	CAP 0036629 Fremont Insurance Company	03/05/2022	03/05/2023	Combined Single Limit (Minimum \$2,000,000.00) Bodily Injury (per person) (Minimum \$500,000.00) Bodily Injury (per accident) (Minimum \$1,000,000.00) Property Damage (Minimum \$1,000,000.00)	\$ 1,000,000 \$ \$ \$
☒ Umbrella ☐ Excess Liability Other Than Umbrella	CUP 0036639 Fremont Insurance Company	03/05/2022	03/05/2023	Each Occurrence Aggregate Each Occurrence Aggregate	\$ 2,000,000 \$ 2,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WCP 0028482 Fremont Insurance Company	03/05/2022	03/05/2023	STATUTORY \$ 500,000 (Each Accident) \$ 500,000 (Disease- Policy Limit) \$ 500,000 (Disease- Each Empl.)	
☐ Other					

NAME OF AGENCY The Campbell Group ADDRESS 4808 Broadmoor Ave SE, Kentwood, MI 49512 TELEPHONE NO. 616-541-1379	NAME OF INSURANCE COMPANY (If only one for all policies) Fremont Insurance Company CITY Fremont STATE MI ZIP CODE 49412 FAX NO. 800-847-3129
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
STATE OR POLITICAL SUBDIVISIONS - PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivisons:	City of Livonia
--	-----------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured any state or political subdivisions shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

FREMONT INSURANCE COMPANY**CANCELLATION OR NONRENEWAL NOTIFICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO POLICY
COMMERCIAL PACKAGE POLICY
COMMERCIAL UMBRELLA POLICY
WORKERS COMPENSATION POLICY

SCHEDULE

Name of Person(s) or Organization(s)	Number of Days Notice
City of Livonia 12973 Farmington Road Livonia, MI 48150	30

The provisions of the Coverage Form apply unless modified by this endorsement.

If this policy is cancelled or nonrenewed, the designated person(s) or organization(s) shown in the SCHEDULE above shall be notified at least:

1. 10 days prior to the effective date of cancellation if we, Fremont Insurance Company, cancel for nonpayment of premium; or
2. The number of days shown in the SCHEDULE prior to the effective date if we, Fremont Insurance Company, cancel for any other reason.

If the law of the state in which notice is mailed requires a longer notice period, we will comply with those requirements.

If notice is mailed, proof of mailing to the mailing address shown in the SCHEDULE will be sufficient proof of notice.

If notice is mailed, and other insurance is effective before the effective date of our cancellation, coverage under this policy no longer applies to the designated person(s) or organization(s) shown in the SCHEDULE above, as of the effective date and time of the other insurance.

Our failure to provide notice to the person(s) or organization(s) shown in the SCHEDULE shall not delay the effective date of the cancellation of this insurance to the Named Insured.



Fremont Insurance

933 East Main Street, Fremont, MI 49412-9751

Phone 231-924-0300

www.fmie.com

05/09/2022

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Ref: DOJ Holdings LLC
Carrier: Fremont Insurance Company
Policy No: CPP 0103367 01, CAP 0036629 01, WCP 0028482 01, CUP 0036639 01
Policy Term: 03/05/2022-03/05/2023

To Whom It May Concern:

Refer to Attached certificate issued and the following:

Notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, and the attached endorsement describes the notice the City of Livonia will receive prior to any change and cessation of coverage.

Sincerely,

Matt Reinhardt

Matt Reinhardt
Commercial Lines Underwriting Manager
Fremont Insurance

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

CERTIFICATE OF ASSUMED NAME

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is:

802529569

2. The name of the limited liability company is:

DOJ HOLDINGS LLC

3. The assumed name under which business is to be transacted is:

LIVONIA TOWING COMPANY

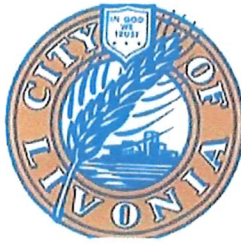
This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 5th Day of March, 2021 by:

Signature	Title	Title if "Other" was selected
Diane Wilson	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept



Date: May 31, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 7 – Towing and Impound Services

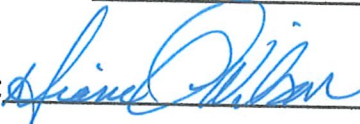
Addendum No. 7 is being issued to clarify required proposal submittals. Please provide the information requested below in the order listed.

1. Form of Proposal
2. Revised Fee Proposal (See Addendum No. 3)
4. Statement of Qualifications
5. Towing Services Disclosure Form
6. References
7. Exhibit A - Equipment List
8. Exhibit B - Description of Tow Yard
9. Company Overview

All other provisions of the RFP remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their proposal response.

-ADDENDUM NO. 7 TOWING AND IMPOUND SERVICES - ACKNOWLEDGEMENT-

Company Name: Livonia Towing

Signature:  Print Name: Diane O. Wilson

Title: owner/President Date: 5/31/2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 2, 2022**

Meeting was called to order at 8:07 p.m. by Council Vice President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough. Absent: Kathleen McIntyre

Elected and appointed officials present: Susan Nash, City Clerk, Paul Bernier, City Attorney, David Lear, Assistant City Engineer, Ted Davis, Superintendent of Parks and Recreation, Jacob Rushlow, Assistant Director of Public Works, and Felicia Cross, Livonia Transit Program.

Councilmember Brandon McCullough led the Pledge of Allegiance.

8. REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Public Service Division, re: for the architectural design and construction phase services for the Senior Center Addition and Recreation Center Improvements Project. (CR 378-20)

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council.

Councilmember Brandon McCullough asked if they would hold the construction fee if they only approved the design phase. Jacob Rushlow indicated he could ask HRC.

Councilmember Brandon McCullough offered an approving motion for the Regular agenda.

Council Vice President Laura Toy asked what was paid on the initial design phase of the DPW building. Jacob Rushlow was unsure and would provide the information, stating there are fee scheduled incorporated into the contract and there would be increased costs when contracts are coming up due.

Councilmember Rob Donovic thanked Jacob Rushlow for his hard work and asked if the money would be coming out of the new fund that was just discussed.

Councilmember Scott Bahr stated they are being asked to approve a design of a building they haven't approved yet using money they don't have. Jacob Rushlow stated he did not think there was a timeframe for the fees. Scott Bahr clarified there has been money set aside for this project, but we are relying on Wayne County for their portion of the funds. Councilmember Scott Bahr offered to table the item until they know what is happening with the money from Wayne County.

Council President Jim Jolly asked if the item spoke about from a previous item eliminates the timing parameters. Jacob Rushlow agreed that it does for our money.

Minutes of the Study Meeting of November 2, 2022

The money from Wayne County would not be tied to a timeframe, indicating they have until December 31, 2026, to spend ARPA funds but does not want to hold tight to that deadline and prefers to get the project done sooner.

Councilmember Scott Bahr asked if the money from the County has to be spent by the end of 2026 and if we are able to spend their money first and our money last, so we aren't caught in the deadline. Mike Slater agreed.

Councilmember Rob Donovic asked that in order to qualify for the County money, we need to present a design to receive the money. Jacob Rushlow indicated that is part of the need. Councilmember Donovic stated that he agrees that we need to have a good design to compete with other cities asking for the same money and agreed they should approve the design cost first.

Councilmember Brandon McCullough asked if there was an Alta on file and asked if the costs could be provided for a schematic design, construction docs and bidding. Council Vice President Laura Toy asked to explain what he was asking for. Councilmember McCullough explained the process.

Council Vice President Laura Toy stated this item needs more discussion and feels like they are being rushed to make a decision. She offered to put this item in Committee of the Whole.

Councilmember Rob Donovic asked if they can hold committee meetings to have an ongoing discussion, at the same time approve the design portion of the request.

DIRECTION: APPROVING REGULAR TABLE COMMITTEE OF THE WHOLE



LETTER TO THE LIVONIA CITY COUNCIL

8.

DPW

October 6, 2022

MEETING DATE

S110222/R111422

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Public Service Division, re: for the architectural design and construction phase services for the Senior Center Addition and Recreation Center Improvements Project. (CR 378-20)

BACKGROUND

As a catalyst to the Livonia Vision 21 Master Plan for the Civic Center Campus, the City of Livonia desires to construct renovations to the Jack E. Kirksey Recreation Center located at 15100 Hubbard Road and construct a new 25,000 square foot (approximate) Senior Center addition to the Recreation Center building. A request for proposals (attached) was created and issued to our four as-needed architectural firms and three proposal responses were submitted. A proposal evaluation team was created including members of DPW, Planning & Economic Development, Parks & Recreation, Finance, and the Mayor's Office to review proposals, participate in interviews with each firm, and provide scores for each component. An evaluation summary was prepared and is included for your information.

Architectural design services will include planning phase with conceptual site plans and floor plans for up to four options with cost estimates; schematic design phase to refine the program of spaces with preliminary design drawings; design development phase for detailed design drawings, building elevations, floor plans, material selections, mechanical, electrical, plumbing, and controls; construction documents phase for detailed construction and specification documents; and construction administration phase.

RECOMMENDATION

It is respectfully requested that the City Council:

1. Award a professional services contract to Hubbell, Roth & Clark, Inc. through the QBS process (CR 378-20) for the design and construction phase services for the Senior Center Addition and Recreation Center Improvements in an amount not to exceed \$1,046,000.
2. Authorize an additional appropriation and expenditure in the amount of \$1,046,000 from the unexpended fund balance of the Senior Center Construction Fund (419).

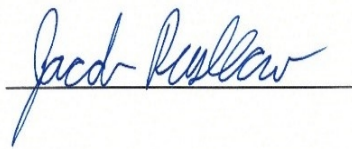
FISCAL CONSIDERATION

\$1,046,000 additional appropriation from the Senior Center Construction Fund (419).

ATTACHMENTS

1. 20211141_FEES_HRC-DSD_Senior_Center_Addition_Livonia_Final
2. 20220929_Livonia_RecCenter_Proposal_Amendment
3. Architect Evaluation Summary w Fees
4. RFP Senior Center Rec Center 2022-05-12
5. R121420 Auth to enter into four (4) agreements through the QBS process CR 378-20

APPROVED BY



Jacob Rushlow, P.E., Assistant Director of Public Works

Date: October 04, 2022



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: October 05, 2022



Michael Slater, Finance Director

Date: October 20, 2022



Paul Bernier, City Attorney

Date: October 20, 2022



Maureen Miller Brosnan, Mayor

Date: October 21, 2022

REQUEST FOR
PROPOSALS
ARCHITECTURAL SERVICES
SENIOR CENTER ADDITION
AND RECREATION CENTER
IMPROVEMENTS

Thursday, June 9, 2022
at 5:00 p.m.

FEES

City of Livonia DPW
Attn: Jacob Rushlow,
Assistant Director of Public Works
12973 Farmington Road
Livonia, MI 48150

Required Forms

FEE PROPOSAL FORM

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION. THIS FEE PROPOSAL FORM AND ADDITIONAL PRICE-RELATED INFORMATION MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH YOUR RFP SUBMISSION AND LABELED ACCORDINGLY.

The Fee Proposal shall be divided in two phases:

DESIGN PHASE SERVICES: to provide complete design services as described above and in the attached A201-2017 and B133-2014 documents based on the hourly rates identified in an attachment with a not-to exceed cost. Include the billing rates of all personnel who will work during this phase, along with estimated hours of each.

Design Phase: NOT TO EXCEED FEE OF \$644,686

CONSTRUCTION PHASE SERVICES: to provide construction services as described above and in the attached A201-2017 and B133-2014 documents based on the hourly rates identified in an attachment with a not-to exceed cost. Include the billing rates of all personnel who will work during this phase, along with estimated hours of each.

Construction Phase: NOT TO EXCEED FEE \$349,322

FEE PROPOSAL SHALL BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE OR BY E-MAIL AS A SEPARATE DOCUMENT FROM THE PROPOSAL

Respondent's Name: Roland N. Alix, PE, Vice President, HRC

Cost Proposal

Owner's Budget per AIA B133 Article 1.1.3:

Recreation Center Renovations	\$4,500,000
Senior Center Construction	\$8,200,000
Site Work and Utilities	\$1,300,000
Contingency (25%)	\$3,500,000
Engineering Design and Construction Administration (15%)	\$2,100,000
Materials and Geotechnical Testing (1%)	\$140,000
Owner Soft Costs – Furniture, Computers, IT, Security, Audio/Visual, Specialty & Gaming Equipment, Personnel Training, Moving Expenses, Commissioning and Permitting (10%)	\$1,400,000
Cost Escalation (3%)	\$420,000
TOTAL PROJECT COST	\$21,560,000

Regarding the “allowance” for Engineering Design and Construction Administration fees on the chart above, when putting together costs for the initial planning efforts for the project, HRC included several work tasks as an assumed “worst-case scenario” that will no longer be needed on the project, resulting in significant savings on this overall fee. The assumptions were as follows:

- Full-time construction observation services may be needed, given the size and importance of the project. *(Determined not to be required by the City.)*
- Grant coordination oversight may be needed. *(Only minimal involvement is needed per the City.)*
- Obtaining an EGLE permit may be needed. *(HRC has looked into this more since concept documents were issued and do not anticipate an EGLE submittal will be required now.)*
- The City may desire to have the new construction LEED or WELL certified. *(Not included in RFP.)*
- There could be contaminated or compromised soils that require additional mitigation and/or geotechnical intervention in the affected area. *(For this proposal, HRC has assumed that soil conditions are consistent with the rest of the site.)*
- Additional community outreach would be needed once the design concepts were established during the Programming phase. *(Not included in RFP.)*
- Assistance with Land Acquisition for east property. *(Not included in RFP.)*

It should be noted that the amount allocated for “Materials and Geotechnical Testing” was intended to cover both the Design Phase and Construction Phase testing, and it will be handled by several Third-Party Testing Agencies.

Additionally, the unprecedented volatility of the construction industry due to the current economic climate may affect material lead times and production schedules beyond our control. Therefore, the indicated cost escalation amount should be considered as a baseline assumption for the proposed work.

Rate Tables

Hubbell, Roth & Clark,
Inc.

CITY OF LIVONIA As-Needed Architectural Services Hourly Rate Schedule

Position Title	Hourly Rates					
	2021	2022	2023	2024	2025	2026
Principal	\$ 155.00	\$ 155.00	\$ 164.30	\$ 164.30	\$ 170.90	\$ 170.90
Senior Associate	\$ 171.00	\$ 171.00	\$ 181.30	\$ 181.30	\$ 188.60	\$ 188.60
Associate	\$ 136.50	\$ 136.50	\$ 144.70	\$ 144.70	\$ 150.50	\$ 150.50
Manager	\$ 136.00	\$ 136.00	\$ 144.20	\$ 144.20	\$ 150.00	\$ 150.00
Supervisor	\$ 107.00	\$ 107.00	\$ 113.50	\$ 113.50	\$ 118.10	\$ 118.10
Senior Project Engineer/Architect/Surveyor	\$ 138.00	\$ 138.00	\$ 146.30	\$ 146.30	\$ 152.20	\$ 152.20
Project Engineer/Architect/Surveyor	\$ 113.00	\$ 113.00	\$ 119.80	\$ 119.80	\$ 124.60	\$ 124.60
Staff Engineer/Architect/Surveyor	\$ 98.50	\$ 98.50	\$ 104.50	\$ 104.50	\$ 108.70	\$ 108.70
Senior Project Analyst	\$ 133.50	\$ 133.50	\$ 141.60	\$ 141.60	\$ 147.30	\$ 147.30
Project Analyst	\$ 104.50	\$ 104.50	\$ 110.80	\$ 110.80	\$ 115.30	\$ 115.30
Staff Analyst	\$ 78.50	\$ 78.50	\$ 83.30	\$ 83.30	\$ 86.70	\$ 86.70
Graduate Engineer/Architect I/II	\$ 90.00	\$ 90.00	\$ 95.40	\$ 95.40	\$ 99.30	\$ 99.30
Technical Specialist	\$ 120.00	\$ 120.00	\$ 127.20	\$ 127.20	\$ 132.30	\$ 132.30
Senior Designer	\$ 116.50	\$ 116.50	\$ 123.50	\$ 123.50	\$ 128.50	\$ 128.50
Designer	\$ 108.50	\$ 108.50	\$ 115.10	\$ 115.10	\$ 119.80	\$ 119.80
CADD Technician	\$ 86.50	\$ 86.50	\$ 91.70	\$ 91.70	\$ 95.40	\$ 95.40
Senior Survey Office Technician	\$ 95.00	\$ 95.00	\$ 100.70	\$ 100.70	\$ 104.80	\$ 104.80
Survey Party Chief	\$ 92.00	\$ 92.00	\$ 97.60	\$ 97.60	\$ 101.60	\$ 101.60
Survey – Field Technician	\$ 58.00	\$ 58.00	\$ 61.50	\$ 61.50	\$ 64.00	\$ 64.00
Project Representatives	\$ 101.50	\$ 101.50	\$ 107.60	\$ 107.60	\$ 112.00	\$ 112.00
Senior Construction Observer	\$ 86.50	\$ 86.50	\$ 91.70	\$ 91.70	\$ 95.40	\$ 95.40
Construction Observer I/II	\$ 60.50	\$ 60.50	\$ 64.20	\$ 64.20	\$ 66.80	\$ 66.80
Construction – Office Technician	\$ 61.50	\$ 61.50	\$ 65.20	\$ 65.20	\$ 67.90	\$ 67.90
Supervisor Lab Testing	\$ 75.00	\$ 75.00	\$ 79.50	\$ 79.50	\$ 82.70	\$ 82.70
Testing Technician	\$ 58.00	\$ 58.00	\$ 61.50	\$ 61.50	\$ 64.00	\$ 64.00
Administrative Support	\$ 65.00	\$ 65.00	\$ 68.90	\$ 68.90	\$ 71.70	\$ 71.70

DiClemente Siegel
Design, Inc.



DiClemente Siegel Design Inc.
ENGINEERING & ARCHITECTURE
28105 Greenfield Road
Southfield, Michigan 48076
P: 248.569.1430 F: 248.569.0096

LEVEL, CLASSIFICATION & FLAT RATE SCHEDULE

<u>LEVEL</u>	<u>CLASSIFICATIONS</u>	<u>RATE</u>
1.0	Clerical/Technical.....	\$65.00
2.0	Building Systems Modeler.....	\$85.00
3.0	Engineer/Architect.....	\$110.00
4.0	Licensed Engineer/Architect.....	\$120.00
5.0	Associate ..	\$135.00
6.0	Senior Associate ..	\$140.00
7.0	Department Head.....	\$145.00
8.0	Principal	\$160.00
9.0	Project Executive	\$160.00

Note: Classification Billing Rates to be applied for Professional Services through December 31, 2022.

DSD Rate Schedule – May 9, 2022

G2 Consulting Group



FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$201.00
Project Consultant	.....	\$185.00
Project Manager	.....	\$182.00
Senior Project Engineer	.....	\$147.00
Project Engineer	.....	\$142.00
Senior Environmental Scientist	.....	\$138.00
Senior Staff Engineer	.....	\$121.00
Staff Engineer	.....	\$104.00
Field Engineer	.....	\$104.00
Field Coordinator	.....	\$100.00
Senior Technician	.....	\$97.00
Technician II*	.....	\$90.00
Technician I*	.....	\$75.00
Word Processor*	.....	\$72.00

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 Consulting Group technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	.....	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	.....	Cost + 15%
Vehicle Travel for Projects	.....	\$0.80/Mile

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.



Hours Table

HUBBELL, ROTH & CLARK, INC. — COST PROPOSAL HOURS CHART

CITY OF LIVONIA

RFP–SENIOR CENTER ADDITION AND RECREATION CENTER IMPROVEMENTS

TASK	Principal	Sr. Assoc.	Architects		Civil Engineers		Structural Engineers			Landscape		Mechanical		Electrical Engineers		Specialists	Survey Crew	CADD Tech.	Admin	Total
			Senior	Staff	Senior	Project	Senior	Project	Cadd	Senior	Project	Senior	Project	Senior	Grad					
Design Phase Services Subtotals	16	104	890	706	46	284	265	286	284	62	60	360	454	414	512	71	80	212	6	5112
Construction Phase Services Subtotals	28	40	794	440	70	438	66	117	48	20	0	110	60	139	124	20	116	90	12	2732
Overall Project Totals	44	144	1684	1146	116	722	331	403	332	82	60	470	514	553	636	91	196	302	18	7844

OFFICE LOCATIONS

Bloomfield Hills

555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300 | Fax: 248-454-6312

Delhi Township

2101 Aurelius Road, Suite 2
Holt, MI 48842
517-694-7760

Detroit

Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
313-965-3330

Grand Rapids

1925 Breton Road SE, Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell

105 West Grand River Avenue
Howell, MI 48843
517-552-9199

Jackson

401 S. Mechanic Street, Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo

834 King Highway, Suite 107
Kalamazoo, MI 49001
269-665-2005

Traverse City

1501 Cass Street
Traverse City, MI 49684
231-714-5007

Troy

629 E Elmwood
Troy, MI 48063
248-454-6300



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

ENGINEER. ENVIRONMENT. EXCELLENCE

248-454-6300

hrcengr.com



September 29, 2022

Department of Public Works
City of Livonia
12973 Farmington Rd.
Livonia, MI 48150-4202

Attn: Mr. Jacob Rushlow, P.E.
Superintendent of Public Service

Re: Request for Proposal: Architectural Services
Senior Center Addition and Recreation Center Improvements
Initial Planning & Programming Services Amendment

HRC Job No. 20211141

Dear Mr. Rushlow:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this requested amendment to our submitted proposal for Architectural Services for the Senior Center Addition and Recreation Center Improvements project, dated June 9, 2022.

Scope Understanding:

It is our understanding that the City would like to include an additional initial planning and programming phase to the proposed project scope in order to ensure that the Senior Center Addition is sized appropriately and located on the site as advantageously as possible. This task would be in addition to the services already listed in Exhibit A of the RFP. The goal of this task is to consider the pros and cons of locating the Senior Center at various locations on the site. As such, the additional work will include the following:

- ≡ Review opportunities for using more of the Rec Center spaces for Senior activities during off-peak hours.
- ≡ Consider connections to the Rec Center building and how joint spaces between buildings can be used for programming.
- ≡ Increase access for community meeting spaces for the entire facility.
- ≡ Redesign of all previously planned Rec Center improvements (to deal with possible different Senior Center connection points as well as cross-over Senior Center uses).
- ≡ Assume that the adjacent property to the east of the site will not be able to be obtained and make adjustments accordingly to the original schematic floor plan (Option 1).
- ≡ Prepare conceptual site and floor plans for locating the Senior Center Addition to the north and/or west of the existing Rec Center building (Options 2 & 3).
- ≡ Prepare conceptual site and floor plans for locating the Senior Center as a standalone building to the south end of the property (Option 4).
- ≡ Consider site regrading, storm water management, utilities, and parking for each of the (4) Options.
- ≡ Provide preliminary cost estimates for all (4) Options.
- ≡ One (1) site visit to both the Recreation Center and the existing Senior Center to review conditions.
- ≡ One (1) meeting with project stakeholders to define new program requirements and Rec Center joint uses.
- ≡ One (1) meeting with project stakeholders to present schematic plans and opinions of project cost.
- ≡ Up to two (2) rounds of revisions to schematic plans and opinions of project cost based on City feedback.
- ≡ One (1) meeting to present final selected concept to City officials, if desired.

Clarifications:

It is our understanding that the proposed project schedule included in the AIA B133 document, Item 1.1.4 will be adjusted accordingly to accommodate the inclusion of the new Initial Planning & Programming work tasks.

Fee:

Based on the scope of work described herein, HRC is prepared to provide these additional services for a total Not-To-Exceed cost of **\$51,992.00**. We estimate that it will take approximately 420 hours of staff time to perform the tasks as listed above. All work would be completed under the terms and conditions of the proposed contract with the City.

Thank you very much for the opportunity to work with you on this very important project. Should you have any questions regarding this Proposal, or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Roland N. Alix, P.E.
Principal / Vice President



Adrianna Melchior, AIA, LEED AP
Associate

RNA/amm

pc: HRC; File
DSD; B. Reed

	Senior Center Addition and Recreation Center Improvement Architectural Services				
	<u>QBS Evaluation Summary</u>				
			DLZ	HRC	OHM
PART I	SUBTOTAL of Proposal Evaluation	(MAX 60 POINTS)	41.8	51.2	52.3
PART II	SUBTOTAL of Interview Evaluation	(MAX 40 POINTS)	28.5	33	35
	TOTAL SCORE	(Max 100 POINTS)	70.3	84.2	87.3
	FEE PROPOSAL	Design Phase	\$1,350,000	\$696,678	\$1,200,000
		Construction Phase	\$450,000	\$349,322	\$280,000
	TOTAL FEE		\$1,800,000	\$1,046,000	\$1,480,000

CITY OF LIVONIA – REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES

The City of Livonia Michigan will receive proposals from pre-qualified architectural consultants for **SENIOR CENTER ADDITION AND RECREATION CENTER IMPROVEMENTS** according to the scope of work and specifications contained in this Request for Proposals document.

Proposals will be received until 5:00 p.m., on **JUNE 9, 2022**. Proposals shall be submitted on or before the due date and time to:

CITY OF LIVONIA DPW
ATTN: JACOB RUSHLOW, ASSISTANT DIRECTOR OF PUBLIC WORKS
12973 FARMINGTON ROAD
LIVONIA, MI 48150

Or by e-mail to: JRUSHLOW@LIVONIA.GOV

The proposal submissions must be plainly marked:

- Company Name & Address
- RFP – **SENIOR CENTER ADDITION AND RECREATION CENTER IMPROVEMENTS** Due **JUNE 9, 2022**

PRE-PROPOSAL MEETING:

A Mandatory Pre-Proposal Meeting will be held on May 19, 2022 at 10:00 am. at Livonia Department of Public Works, 12973 Farmington Rd, Livonia, MI 48150. Proposals will not be considered from firms who do not attend the mandatory pre-proposal meeting.

QUESTIONS:

Questions regarding the Request for Proposals must be submitted in writing to the attention of Jacob Rushlow, Assistant Director of Public Works, via email at: jrushlow@livonia.gov. All questions or requests for clarification must be received before 5:00 pm on May 26, 2022. Questions received by the question deadline will be responded to in writing in the form of an addendum.

INTERVIEWS:

It is the City's intention to review Proposals and conduct interviews with each firm. Interviews will be scheduled for June 23, 2022. Firms should be prepared to make themselves available on June 23, 2022. The project team that would be assigned to this project are to be represented in the interview. Failure to attend the interview may result in your firm not being considered for award.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Livonia, prices and other factors considered. Contract award recommendations will be based on the criteria specified herein. The City reserves the right to award a contract based on what the city deems is in its best interests.

The City reserves the right to reject in total or in part any and all proposals received and to award contracts to other than the lowest Respondent, to waive any irregularities or informalities or both; as it is determined to be in the best interests of the City of Livonia to do so.

NO EXCLUSIVE CONTRACT

Architect agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful architect will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company, or corporation without the expressed written consent of the City of Livonia. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract without deviation. No renegotiation will take place. The architect shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Livonia for such acts or omissions.

INDEPENDENT PRICE DETERMINATION

By submission of proposals, the contractor certifies, each party thereto certifies as to its own organization that in connection with the proposals submitted:

- A. The prices offered have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responding firm or competitor; and
- B. No attempt has been made or will be made by the submitting firm to induce any other person or firm to submit or not submit proposals for the purpose of restricting competition.

EACH PERSON SIGNING THE PROPOSAL CERTIFIES THAT:

- C. He/She is the person the submitting contractor's organization responsible for the decision as to prices being offered in the qualification response and that he/she has not participated and will not participate in any action contrary to (a) and (b) above; OR
- D. He/she is not the person in the submitting organization responsible within that organization for the decision as to prices being offered in the proposals response but that he/she has been authorized in writing to act as an agent of the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action verifying that such person have not participated, and will not participate in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

RFP INSTRUCTIONS
ARCHITECTURAL SERVICES FOR THE CITY OF LIVONIA, MICHIGAN

1. Proposals will be received by the City of Livonia, Michigan, as owner, until 5:00 p.m. on June 9, 2022 at the Department of Public Works, 12973 Farmington Road, Livonia, MI 48150 or by e-mail at jrushlow@livonia.gov.
2. Proposals shall be for items as specified on the attached Specifications and Proposal Form.
3. Proposals shall be submitted as per the instructions contained herein.
4. Physical bid submission shall provide one (1) original and five (5) copies of Proposals enclosed in a sealed envelope and clearly marked on the outside with the following: **RFP – Senior Center Addition and Recreation Center Improvements**; respondent's name, address, phone, email, and main contact person. Submittal shall consist of no more than 75 pages (double sided), 8 ½-inches x 11 inches or 150 single sided pages along with no more than 25 additional pages of 11" x 17" fold outs (single sided).
5. Only ONE Fee Proposal Form is required and must be submitted in a separate sealed envelope marked "FEE PROPOSAL", including all requested supplemental cost information. If submitting via e-mail, the Fee Proposal shall be a separate document from the Proposal. Pricing will not be available for inspection or review by any other party (except the City) in any fashion.
6. If any figure already entered on the proposal form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.
7. The unit price shall be entered where indicated. All costs incurred in the preparation and presentation of the proposal is the Respondent's sole responsibility; no pre-proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the City.
8. It is understood that the quantities of materials, if stated, to be furnished as stated in the proposal are approximate and are given only as a basis for comparing bids.
9. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents.

10. Clarifications, modifications, or amendments may be made to this RFP at the discretion of the City. Any and all Addenda issued by the City will be provided directly to the Respondents. It is the responsibility of the Respondent acknowledge Addenda on the Proposal Form of this RFP. If any changes are made to this RFP document by any party other than the City, the original RFP document and associated Addenda in the City's files shall take precedence.

REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES

SCOPE OF WORK AND SPECIFICATIONS

INTRODUCTION

The City of Livonia desires to construct renovations to the Jack E. Kirksey City of Livonia Recreation Center located at 15100 Hubbard Road and construct a new 25,000 square foot (approximate) Senior Center addition to the southeast corner of the Recreation Center building.

BACKGROUND

The existing recreation center building was constructed in 2003 and has a total building area of 130,000 sq. ft. on 17 acres of property. The recreation center renovations to the northeast section of the building were planned for 2020 and were delayed due to the COVID-19 pandemic. Renovations include:

- Gymnastics room to be replaced with one basketball court (2-half courts). Existing storage rooms to be reconfigured.
- Two basketball courts and fitness area to be replaced by multi-purpose rooms, storage room, and fitness areas on 1st floor.
- Stretching/cardio area and spinning room added to 2nd floor (infill floor construction).

Schematic design drawings were prepared by DiClemete Siegel Design, Inc. will be provided to the Architect as a basis for design.

The [Livonia Vision 21 Master Plan](#) was developed in 2018. The existing Senior Center 15218 Farmington Road was constructed in 1964 with major building renovations/additions in 1988 and 2001. The new Senior Center is planned to be approximately 25,000 sq. ft. with a connection to the existing Recreation Center in the southeast corner of the building. A space needs and building utilization assessment for the existing Senior Center is currently being conducted by Plante Moran Cresa, LLC and will be provided when it becomes available. Spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. Covered entryway with bus drop off and parking spaces adjacent to the building must be included. Other site requirements include paved parking, access/delivery drive, and stormwater management facilities.

GENERAL

The Architect will be reporting to the City during the design phases and to the Construction Manager during the construction phase. The Construction Manager will be responsible for the overall management of all aspects related to the construction of this facility, including bidding, until completion.

Through the design phases, the awarded Architect/Engineer (A/E) firm and Construction Manager at Risk (CMR) will need to regularly review projected construction costs to ensure project funding is not exceeded. Considering this, it may be necessary to make design adjustments to the project through this period. The A/E firm is responsible for site and facility design; construction bid specifications/drawings; and assisting the CMR throughout the construction bid solicitation process. The CMR is responsible for tracking costs; maintaining the project schedule; recommending "value changes" to the site and facility design and soliciting bids from sub-contractors. The Architect/engineer is required to work with the City and CMR through all phases of the project.

The City manages large capital improvement projects regularly during their ongoing infrastructure and economic development efforts. Overall project management responsibility will be centered in the City of Livonia Department of Public Works (DPW). The DPW will provide the internal coordination of other departments/organizations that will be involved in the project including:

1. The Livonia City Engineer or City designee will review and approve the Civil plans with the A/E firm and CMR for compliance with Livonia Engineering Standards. This includes but it is not limited to underground city utilities (water, sewer, and storm) and all other overhead or underground utility installations or relocations. Plans reviews also include site paving, grading, landscaping irrigation, road and sidewalk construction, signage, and pavement markings
2. The City Engineer or designee will work with private utilities to remove and relocate existing utilities on the site. The CMR will coordinate worksite activity with this effort
3. The City Building Department will coordinate inspections and permits for commercial buildings and will provide those services for the DPW Building. City permit fees will be waived
4. The City will work closely with the project A/E firm and CMR, to ensure the project stays on track. This will be accomplished via regular project progress monitoring meetings to be held bi-weekly or as needed and appropriate adjustments to keep the project on schedule and within budget will be made by this team as necessary.

SCOPE OF WORK

A conceptual floor plan for this project was developed by the City of Livonia with assistance from **HRC** through the scope development process. A facilities space need assessment is concurrently being conducted by Plante Moran Cresa. This assessment will be complete and made available to the Architect prior to commencement of design services. The successful architect firm will be responsible for design and construction oversight accomplished in the most cost-effective manner and with concise planning and thought.

1. Schematic Design Phase

- Refine program, space needs, and project scope. Perform field survey work. Prepare preliminary design documents and probable project costs.
2. Design Development Phase
Create detailed plans for building elevations, material selections, mechanical, plumbing, electrical/control systems, and final design.
Update estimate of probable project costs.
 3. Construction Documents
Prepare all required architectural/engineering drawings detailed construction and specification documents. The final construction documents shall include as a minimum: Site Plan, Landscaping Plan, Storm water Management Plan, Roof Plan, Drainage Plan, Floor Plan(s), Exterior Elevations, Building Sections, Foundation Plan, Framing Plan(s), Details, Plumbing Isometrics, Door / Window / Room finish / Header / Plumbing / Electrical schedule, HVAC Plans, Electrical Plans, Submittal Worksheets, and the project manual including specifications in the CSI division format.
 4. Construction Administration
Review, approve and prepare all change orders associated with the project; make bi-weekly (or more frequently, as necessary) visits to the project site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans specifications and contract documents; submit to the City a written progress report of the work endeavoring to protect their City against defects and deficiencies of the work by the contractor; disprove or reject work as failing to conform to the requirements of the final plans, specifications or contract documents; review and approve submittals of appropriate drawings, samples, test results, inspections and other data which the contractor is required to submit; review and approval of contractors progress billings, determine the acceptability of substitute materials or equipment proposed by the contractor; conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents; provide "as-built" drawings in digital format to the City at the completion of the project in accordance with the City's record drawings standard.

SERVICES SPECIFICATIONS:

The project delivery method will be a Construction Manager at-risk with a Guaranteed Maximum Price. Project specifics scope and specifications can be found in the attached AIA A201-2017 General Conditions of the Contract and AIA B133-2014 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Addition.

MANDATORY REQUIREMENTS:

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. The firm will work closely with City staff and the Construction Manager during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses are required for a discipline by the State of Michigan shall be maintained during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract and perform with a consistent team.
4. The firm will ensure timely completion of plans and specifications.
5. The firm will comply with administrative procedures related to the project such as change orders, shop drawing, contract pay request, etc.
6. The firm will meet with the applicable City committees, City Council, boards and commissions, community groups, etc. to review project status, project budget and project planning, as required. It is anticipated that a project committee will be created for this project and will meet monthly with the Architect and Construction Manager as part of the team to review progress and provide decision making input.
7. All required insurances are to be maintained by the firm during the course of the contract.
8. The firm will provide monthly project status reports to the City.

CONTRACT TERM AND PAYMENTS

Contract term will be as described in the Contract for Professional Architectural Services between the City of Livonia and the pre-qualified architect firm dated January 1, 2021.

Payment will be remitted by check net 30 days from receipt of correct and acceptable invoice that includes the following detailed project information for each discipline on each individual project:

- Number hours spent on each project
- Fees associated with hours worked
- Amount of the project not-to-exceed fee
- Amount of fees paid to date
- Balance of fees remaining

REQUIRED MATERIALS AND INFORMATION FOR PROPOSALS

1. General

- a. A complete response to each of the requirements in the following sections, which are specific to the evaluation criteria.
- b. Team Organization Chart(s): Provide organizational chart(s) that illustrate the relationship between Respondent's Team Members proposed for the project. Also illustrate the duties and responsibilities of each Team Member and key personnel on the organizational chart.

2. Experience and Qualifications of Key Personnel

Provide information that illustrates the design and construction experience of the key personnel, within the last five (5) years that will be assigned to the project

described in this RFP. Submit project information that describes the experience of Team Member(s) proposed.

3. References

Provide three (3) Owner references where your firm has provided architectural design services over the past five (5) years.

4. Team Resources, Communication Plan, and Schedule

- a. Responsibilities of Key Personnel - Identify the tasks, assignments, responsibilities, etc. for each key personnel proposed and to be assigned to the project
- b. Resource Allocation Plan - Submit a spreadsheet for each phase of services that illustrate resource allocation for each key personnel. For each include the percent (%) of time that is currently dedicated or expected to be committed to projects and tasks outside of the contract resulting from this RFP. On this same chart, include the percent (%) of each person's time that is expected to be committed to the contract resulting from this RFP
- c. Schedule - Submit a schedule that illustrates the Respondent's anticipated plan to complete Schematic Design, Design Development, and Construction Document Phase. Identify all milestone dates on the schedule.
- d. Other – Include any other information that illustrates the resources, communication strategies and schedule that will be implemented by the Respondent and other Team Members that the Respondent believes is important to successfully completing this project

EVALUATION OF FIRMS

Proposals received will be evaluated independently by a Selection Team that consists of City representatives. Proposals will be rated on the following criteria (100 points total):

- Experience of key personnel and team members and their experience in performing the duties as outlined in this RFP with similar projects **(20 points)**
- Team resources, communication plans, and schedule as well as firms' capacity to meet the project schedule **(15 points)**
- Past performance, responsiveness, and success in meeting project schedule on other City scope development and design projects performed by the Respondent **(10 points)**
- A list of Clients and references for which similar services were provided, most specifically over the past 5 years. **(5 points)**
- Fee proposal **(10 points)**
- Interview **(40 points)**

The City reserves the right to request additional clarification and information from the Respondents to be submitted/presented at the interview. This interview will provide an opportunity for the Respondents to respond to questions posed by the Selection Team and to clarify their proposals through exhibition and discussion. This interview will be the

deciding factor for determining the most qualified firm. The firms will have a maximum of 45 minutes for an interview period. During this time, Respondents will generally be allowed to provide a presentation lasting approximately 20 minutes and 25 minutes for questions from the interview panel.

Following the interview process, the City will enter into negotiations with the selected firm with the objective of reaching an agreement to enter into a contract. Services listed in the Scope of Work and in the Respondent's response to this RFP, as well as prices provided by the Respondent may be subject to negotiation. Upon successful completion of negotiations, the City will provide the selected firm with a draft contract for review. Upon approval by City Council, the City will provide the selected firm with a final contract for execution. Within 15-days after receipt, said firm shall sign and return the contract and provide any other documents required for the completion of an executed contract including evidence of insurance. Any agreements resulting from negotiation that differ from what is presented in this RFP or in the Respondent's response shall be documented and included as a part of the final contract and may need to be presented with recommendation to City Council.

PROPOSAL FORM

Complete this form and return it with your Proposal.

OFFER TO: CITY of LIVONIA:

The Undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer, and all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Respondent represents that:

1. The Respondent is in compliance with any applicable provisions of the City's Charter and Code of Ordinances.
2. If awarded a contract to provide the Services required in the RFP, the Respondent will comply with the City's Charter and Code of Ordinances. These documents can be found on the City's website.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP, as well as all required forms.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

For clarification of this offer, contact:

Printed Name

Phone

E-mail

FEE PROPOSAL FORM

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR PROPOSAL BEING DEEMED NONRESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION. THIS FEE PROPOSAL FORM AND ADDITIONAL PRICE-RELATED INFORMATION MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE WITH YOUR RFP SUBMISSION AND LABELED ACCORDINGLY.

The Fee Proposal shall be divided in two phases:

DESIGN PHASE SERVICES: to provide complete design services as described above and in the attached A201-2017 and B133-2014 documents based on the hourly rates identified in an attachment with a not-to exceed cost. Include the billing rates of all personnel who will work during this phase, along with estimated hours of each.

Design Phase: NOT TO EXCEED FEE OF \$_____

CONSTRUCTION PHASE SERVICES: to provide construction services as described above and in the attached A201-2017 and B133-2014 documents based on the hourly rates identified in an attachment with a not-to exceed cost. Include the billing rates of all personnel who will work during this phase, along with estimated hours of each.

Construction Phase: NOT TO EXCEED FEE \$_____

FEE PROPOSAL SHALL BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE OR BY E-MAIL AS A SEPARATE DOCUMENT FROM THE PROPOSAL

Respondent's Name: _____

REFERENCES

Provide three (3) Owner references where your firm has provided architectural design services over the past five (5) years.

COMPANY NAME: _____

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Service:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Service:	
Company Contact Person:	Title:
Phone Number:	Email:

Reference Company Name:	
City/State:	
Summary of Work Performed:	
Dates of Service:	
Company Contact Person:	Title:
Phone Number:	Email:

(Attach additional copies of this page if necessary)

[illegible]

(Attach additional copies of this page if necessary)

[illegible]

Regular Meeting Minutes of December 14, 2020

A communication from the Director of Finance, dated December 7, 2020, re: request to enter into agreements through Qualification Based Selection (QBS) Process for as-needed architectural services, was received and placed on file for the information of the Council.

On a motion by McCullough, supported by Toy, and unanimously adopted, it was:

ENGINEERING DIV

Authorization to enter into four (4) agreements through the Qualification Based Selection (QBS) process between the City of Livonia and Detroit Architectural Group, DLZ Michigan, Inc., Hubbell, Roth & Clark, Inc., and OHM Advisers, to provide as-needed architectural services.

#378-20 RESOLVED, that having considered a communication from the Director of Finance, dated November 13, 2020, which bears the signatures of the Superintendent of Public Service and the Director of Public Works, and is approved for submission by the Mayor, to which is attached four (4) proposed agreements to be entered into through the Qualification Based Selection (QBS) process between the City of Livonia and Detroit Architectural Group, DLZ Michigan, Inc., Hubbell, Roth & Clark, Inc., and OHM Advisers, to provide as-needed architectural services, THE COUNCIL DOES HEREBY DETERMINE AS FOLLOWS:

1. Authorize the Mayor and City Clerk to enter into agreements with the following architectural firms to provide as-needed architectural services:
 - Detroit Architectural Group, 1644 Ford Avenue, Wyandotte, MI 48192
 - DLZ Michigan, Inc., 607 Shelby Street, Detroit, MI 48226
 - Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302
 - OHM Advisers, 34000 Plymouth Road, Livonia, MI 48150;
2. Approve fees for preparing the scope of work for each project to be based on the firm's hourly rates;
3. Authorize the administration to award design, bid and construction services to the firm submitting the low qualified not-to-exceed quote for each project, with the exception that City Council approval be obtained prior to any architectural design services being performed on all projects with an estimated construction cost exceeding \$500,000; and
4. Authorize the Director of Public Works or his or her designee to request that any or all of these firms provide ad-hoc services such as capital planning, budget prioritization, space needs analysis, programming and asset condition studies at their hourly rates, so long as the estimated construction cost does not exceed \$500,000.

FURTHER, the Council does hereby determine that these services will

Regular Meeting Minutes of December 14, 2020

be paid from budgeted funds allocated for each project. Ad-hoc services, if any, will be paid from the budgeted contractual services account of the appropriate Fund; and the Mayor and City Clerk are hereby authorized to execute the aforesaid agreements, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia, with Detroit Architectural Group, DLZ Michigan, Inc., Hubbell, Roth & Clark, Inc., and OHM Advisers and to do all things necessary or incidental to the full performance of this resolution.

Unfinished Business (Regular Meeting of December 14, 2020)

Motion by: McCullough

Seconded by: Toy

ROLL CALL:

Ayes: Toy, Bahr, White, McCullough, Donovic, Toy, McIntyre

Nays: None

Absent: None



LETTER TO THE LIVONIA CITY COUNCIL

DPW

November 7, 2022

MEETING DATE

R111422

PREPARED BY

Jacob Rushlow, Assistant Director DPW

AGENDA ITEM

NEW DATA Fees for architectural services provided by HRC.

BACKGROUND

Department Response to Council Inquiries regarding the request to award professional architecture services to HRC for the Senior Center Addition and Recreation Center Improvements project

RECOMMENDATION

Receive and File

FISCAL CONSIDERATION

ATTACHMENTS

1. LTC - HRC Fees (003)

APPROVED BY

A handwritten signature in blue ink that reads "Jacob Rushlow". The signature is written over a horizontal line.

Jacob Rushlow, P.E., Assistant Director of Public Works

Date: November 08, 2022

A handwritten signature in black ink that reads "Maureen Miller Brosnan". The signature is written over a horizontal line.

Maureen Miller Brosnan, Mayor

Date: November 08, 2022

DEPARTMENT OF PUBLIC WORKS

MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
DIRECTOR OF PUBLIC WORKS

DOUGLAS L. MOORE, MSA
ASSISTANT DIRECTOR OF PUBLIC WORKS

JACOB A. RUSHLOW, PE
ASSISTANT DIRECTOR OF PUBLIC WORKS

RYAN J. FERRELL
SUPERINTENDENT OF PUBLIC WORKS



12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150-4202
(734) 466-2655
FAX: (734) 466-2660

MAINTENANCE SERVICES

- Roads
- Parks
- Water
- Sewer
- Building
- Animal Control
- Forestry
- Equipment
- Storm Drains
- Traffic Signs
- Solid Waste / Recycling

November 4, 2022

Honorable Members of the Council
City of Livonia

Subject: Department Response to Council Inquiries regarding the request to award professional architecture services to HRC for the Senior Center Addition and Recreation Center Improvements project

This letter is intended to provide additional information regarding inquiries made by City Council at the study meeting of November 2, 2022.

1. The request for proposals required the contract to be on an hourly-not-to-exceed basis so the architect would only be able to invoice for actual effort expended. Should for any reason the project be halted, the architect fees being accrued would also stop.
2. The proposed fees from HRC are in compliance with the approved hourly fee schedules under the existing QBS contract (CR 378-20).
3. The Department has conversed with the HRC team, and they are willing to hold their proposed construction phase fees through 2026.
4. The HRC proposal for architecture services can be approved in phases. The following is an itemized breakdown of their overall proposed fee:
 1. Initial planning and programming \$51,992
 2. Schematic Design \$214,895
 3. Design Development \$214,895
 4. Construction Documents \$214,895
 5. Construction Administration \$349,322
5. Programming and design features will be directed by the Livonia project committee and the Construction Manager (both are future TBD).

Our recommendation would be to approve the full contract with HRC, with the understanding that only the initial phase would be undertaken prior to obtaining a firmer commitment on the timing and amount of County ARPA funding.

November 7, 2022

Page 2

RE: Department Response to Council Inquiries regarding the request to award professional architecture services to HRC

Respectfully submitted,

Donald Rohraff
Director of Public Works

Jacob Rushlow, P.E.
Assistant Director of Public Works

Approved for Submission:

Maureen Miller Brosnan
Mayor

cc: Mayor
Director of Finance
HRC



LETTER TO THE LIVONIA CITY COUNCIL

15.

Parks and Recreation November 1, 2022

MEETING DATE

R111422

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for utility work to prepare Ben Celani site for the proposed comfort station installation in 2023, from budgeted funds.

BACKGROUND

The Department of Parks and Recreation is attempting to complete the Ben Celani site work in the 2022 fiscal year. The utilities will prepare the site for the proposed comfort station installation in 2023.

Specifications were prepared by the Department of Parks and Recreation and Engineering and quotes sought for the project due to timing. Three quotes were received.

Work is scheduled to be completed before November 30, 2022.

For Council's review is the quote tabulation for Ben Celani utilities:

Company Name: D'Angelo Bid price	
Brothers, Inc.	
Base Bid	\$26,885.00
Company Name: Bidigare	
Contractors, Inc.	
Base Bid	\$63,250.00
Company Name: D & D	
Water & Sewer, Inc.	
Base Bid	\$40,200.00

RECOMMENDATION

We recommend that City Council award the project in the amount of \$26,885.00 to D'Angelo Brothers, Inc., 16481 Common Road, Roseville, MI 48066.

FISCAL CONSIDERATION

Sufficient funds have been budgeted in 208-756-974-000.

ATTACHMENTS

1. 2022 Ben Celani Utility

APPROVED BY



Date: November 01, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: November 01, 2022

Michael Slater, Finance Director



Date: November 02, 2022

Maureen Miller Brosnan, Mayor



Estimate

10/24/22

PO Box 531330

Livonia, MI 48153

TO: City of Livonia

ATTN: Dave Lear.

Livonia 7 Mile Road: Ben Celani Park. Water & Sewer

DESCRIPTION OF WORK TO BE COMPLETED	Qty.	Unit	Hrs.	Rate	Total Per Line
Installation of 1" HDPE Water Line from Property Line- Location Via Directional Drill. Installation of 4" schedule 40 sanitary sewer lead.					
Directional drill 1" HDPE for water service Directional drill 4" Schedule 40 Install (3) Clean outs Make Connection to curb stop installed by others Conenct to existing sewer lead at property line 11'deep					\$ 26,885.00

TOTAL \$ 26,885.00

Vince D'Angelo (248) 515-1942

CITY OF LIVONIA – BEN CELANI PARK



BIDIGARE CONTRACTORS, INC

939 S. MILL ST, PLYMOUTH, MI 48170

Contact: Paul D'Orazio

Phone: (248) 735-1113 X 6

Fax: (248) 735-1114

Quote To: City of Livonia

Job Name:
Date of Plans: Water and Sanitary Leads for Ben Celani Park

Phone:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Directional Drilling of new 1" HDPE Water Line (365 LF), tapping				
	of existing 12" main, providing a curb stop and box on N. side of 7-				
	Mile Rd. and Directional Drilling of 6" Sanitary Sewer Lead with 3				
	Clean-outs Including tap to existing 11' deep San. Lead.				
	Includes seed and mulch restoration of open cut areas.				
		1	LS	\$ 63,250.00	\$ 63,250.00
GRAND TOTAL					\$ 63,250.00

NOTES:

NOTES: DIRECTIONAL BORE NEW 1 INCH WATER SERVICE PIPE AND 6" SANITARY LEAD TO NEW BUILDING INCLUDING WATER TAP TO EXISTING 12" WM AND SANITARY CONNECTION TO EXISTING 11' DEEP LEAD.

EXCLUSIONS:

PERMITS, BONDS, INSPECTION FEES, CONSTRUCTION STAKING, DUST CONTROL, COMPACTION TESTING, CONCRETE REPLACEMENT, DEWATERING WELLS,

Proposal



D & D Water & Sewer, Inc.

5700 Sheldon Rd South

Canton, MI 48188

Contact: Mark DiMichele, PE

Phone: 734-368-2375

Fax: 734-397-8486

Quote To: City of Livonia
David Lear
Phone: (734) 466-2608
Email: dlear@livonia.gov

Job Name: 34830 7 Mile Rd Celani Park
Date of Proposal: 11/1/2022
Revision Date:
Plan Date: Email Sketch Dated 10/26/2022
Est No: 2022-091

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300	1" Water Service W Main to W Meter	365.00	LF	30.00	10,950.00
350	6" San Sewer	270.00	LF	75.00	20,250.00
600	Restoration Topsoil and Seed	600.00	SY	15.00	9,000.00
GRAND TOTAL					40,200.00

NOTES:

EXCLUSIONS:

PERMITS, BONDS, INSPECTION FEES, CONSTRUCTION STAKING, DUST CONTROL, COMPACTION TESTING, UNDERCUTS OF UNSTABLE SOILS, TOPSOIL, LANDSCAPING RELATED WORK, DEWATERING, DEMOLITION, REMOVALS, STREET SWEEPING.

WAYNE COUNTY ROW PERMIT IS NOT INCLUDED

WATER FOR DRILLING OPERATIONS TO BE PROVIDED FREE OF CHARGE BY CITY OF LIVONIA

SAN SEWER PIPE MATERIAL 6" HDPE SDR 11 IPS WITH CLEANOUTS AS NOTED ON PLAN.

WATER SERVICE MATERIAL CTS PLASTIC SDR 9



LETTER TO THE LIVONIA CITY COUNCIL

16.

Civil Service
October 28, 2022

MEETING DATE

R111422

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE CITY OF LIVONIA AFSCME UNION LOCAL 192 CONTRACT AGREEMENT FOR THE PERIOD DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025 Civil Service Department, re same.

BACKGROUND

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: AFSCME Local 192 Union Tentative Agreement for the Period December 1, 2022, through November 1, 2025

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

#22-183 RESOLVED, that having reviewed the letter dated November 2, 2022, from Jeannine Laible, Human Resources Director, transmitting the Tentative Agreement between the City of Livonia and the AFSCME Local 192 Union for the period of December 1, 2022, through November 30, 2025, the Civil Service Commission does hereby approve the Tentative Agreement, and submits same to City Council for their review and consideration.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

Jeannine Laible
Human Resources Director

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council Transmitting AFSCME Local 192 Union Tentative Agreement for the Period December 1, 2022, through November 1, 2025

APPROVED BY



Jeannine Laible, Human Resources Director

Date: November 07, 2022



Michael Slater, Finance Director

Date: November 07, 2022



Paul Bernier, City Attorney

Date: November 07, 2022



Maureen Miller Brosnan, Mayor

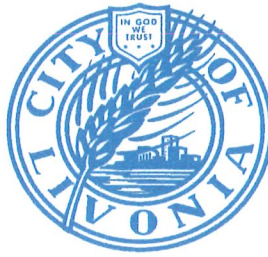
Date: November 08, 2022

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

CHARLOTTE S. MAHONEY, CHAIRPERSON
JAMES WENSON, COMMISSIONER
ROGER L. SPENCE, COMMISSIONER



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: AFSCME Local 192 Union Tentative Agreement for the Period December 1,
2022, through November 1, 2025

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022,
the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

#22-183 RESOLVED, that having reviewed the letter dated November 2,
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Union for the period of December 1, 2022, through November 30, 2025, the
Civil Service Commission does hereby approve the Tentative Agreement, and
submits same to City Council for their review and consideration.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

A handwritten signature in blue ink that reads "Jeannine Laible".

Jeannine Laible
Human Resources Director

je
cc: File

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

CHARLOTTE S. MAHONEY, CHAIRPERSON
JAMES WENSON, COMMISSIONER
ROGER L. SPENCE, COMMISSIONER

CIVIL SERVICE DEPARTMENT



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

November 2, 2022

Honorable Members, City Council
Honorable Members, Civil Service Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Re: City of Livonia and AFSCME Union Council 25, Local 192

Dear City Council and Civil Service Commission Members:

I am pleased to advise you that on October 28, 2022, City and AFSCME Local 192 Union representatives reached a tentative agreement on a three-year contract that is effective from December 1, 2022, through November 30, 2025. AFSCME Local 192 members are currently in the process of voting on the tentative agreement and should have the results on November 3, 2022. Assuming AFSCME Local 192 votes to ratify the tentative agreement, all that is needed for formal ratification of the Tentative Agreement is Civil Service Commission and City Council approval.

In the interest of having this matter completed prior to December 1, 2022, the matter will be brought before the Civil Service Commission on November 3, 2022. At that meeting, the Civil Service Commission can vote on the tentative agreement subject to the AFSCME Local 192's ratification vote. Then, following the AFSCME Local 192 ratification, the matter will be brought before the City Council. I have attached a copy of the Tentative Agreement for your review.

The following is a summary of the key components of the Agreement:

1. A three-year agreement from December 1, 2022, to November 30, 2025.
2. For employees hired on or after September 8, 2011, increase sick leave accumulation from six hours per completed month of service (72 hours per year) to eight hours per completed month of service (96 hours per year), thus eliminating the tiered system for sick leave accrual.
3. Modify the Sick Leave Control Policy to a 12-month review period, instead of a six-month review period.
4. Increase bereavement leave to five days instead of four days for the death of an immediate family member.

5. Increase the City's contribution to employees' RHSP accounts from \$80 per bi-weekly pay period to \$90 per bi-weekly pay period effective December 1, 2022, and \$45 per week for part-time employees.
6. Add Martin Luther King, Jr. Day as a paid holiday.
7. Increase vacation accrual by an additional hour, from seven to eight hours per month, for employees in the first 5 years of service.
8. Transition to a group program (i.e. optional insurance plan) for dental and optical coverage instead of a reimbursement system effective March 1, 2024. Employees electing to participate will be responsible for payroll contributions.
9. Increase in Personal Business paid days off from two days per year to three days per year.
10. Increase the City's contribution to the 401(a) Defined Contribution plan for employees hired on or after March 17, 1997, to 12% (an increase of 1%).
11. Increase the salaries of all bargaining unit members as follows:

Effective December 1, 2022:	2% increase
Effective December 1, 2023:	3% increase
Effective December 1, 2024:	2.5% increase

12. Implement a rate adjustment to the Equipment Mechanic I classification to match the wage schedule of the Fire Equipment Mechanic classification. Please see attached proposed wage schedule.

Implement a rate adjustment to the Equipment Mechanic II and Building Mechanic II classifications to match the wage schedule of the Senior Fire Equipment Mechanic classification. Please see attached proposed wage schedules.

13. Modify the Building Mechanic I wage schedule to reduce the number of steps from eight to four. Please see attached proposed wage schedule.

The Building Mechanic I classification will no longer be utilized, and effective December 1, 2022, employees hired to perform the duties of the Building Mechanic I position will be classified as a Public Service Worker I (PSW I). Employees currently in this classification will remain in the current Building Mechanic I position as long as they remain employed in the position.

14. Increase the rate of pay for Custodians by \$1.00 per hour at the top step, and a rate increase of 4% differential for lower levels. Please see attached proposed wage schedule.

15. Modify the PSW I wage schedule to reduce the number of steps from eight to four. Please see attached proposed wage schedule. Where there is a less-senior employee who would be paid more than someone with more seniority, the more senior employee will be adjusted to a new anniversary date for pay purposes that will match the less senior employee.
16. Reduce the 36-month training rotation for PSW I to 24 months.
17. Implement the option for alternative work schedules on a 3-year trial basis. For example, some departments may change to a 10 hour / 4-day work week. Any schedule changes will be subject to operational needs of the department, and each department will be functioning to provide City services without interruption. Employees may submit a request, subject to approval, to opt-out of the alternative work schedule.
18. Upon ratification, provide a \$500 signing bonus to any employee who did not receive a wage adjustment.

The above summary does not capture every detail of the parties' Agreement but should function as a list of the highlights. If there are any questions regarding the details, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jeannine Laible". The signature is written in a cursive, flowing style.

Jeannine Laible
Human Resources Director



65. The number of hours utilized in this letter-of-understanding Article serve as general guidelines and in no way are intended to prevent the City from reviewing and, if necessary, disciplining employees for sick leave abuse in situations where the City believes sick leave abuse has occurred even where the hours' guidelines have not been met. Additionally, the City's failure to take action against Employees who have exceeded the hours' guidelines contained in this LOU Article does not prevent the City from taking subsequent action against an Employee for additional sick leave use.

76. Where an excessive use of sick leave exists, the Employee shall be notified by letter at a meeting with the Employee's supervisor that they are being placed on a six-month 12-month attendance review period and the letter shall be a written record of an oral reprimand. During the attendance review period, a medical certificate must be provided for any use of sick leave. Where the attendance problem persists, the Employee will be subject to an extended attendance review period and appropriate progressive discipline.

87. These provisions are subject to the provisions of the Family Medical Leave Act (FMLA) ...

B. Tardiness

Tardiness shall be defined as reporting to work after the Employee's scheduled start time. Tardiness will be subject to discipline up to and including termination, consistent with City policies.

4. Article 27, Bereavement Leave – Modify Section A as follows:

A. An Employee shall be allowed up to 10 working days as bereavement leave days not to be deducted from sick leave in the event of death of the spouse, children, stepchildren or grandchildren. An Employee shall be allowed up to five ~~four~~ working days as bereavement leave days not to be deducted from sick leave for a death in the immediate family, subject to the approval by the department or division head. Immediate family is defined as follows: mother, father, stepmother, stepfather, sister, sister-in-law, brother, brother-in-law, grandparents of the Employee, mother-in-law, father-in-law, son-in-law, daughter-in-law, or a member of the Employee's household.

5. Article 38, Health Care Coverage – Modify Section C.1 as follows:

1. The City will contribute \$70\$80 per bi-weekly pay period into the Employee's RHSP account for full-time Employees and \$35\$40 per bi-weekly pay period into the Employee's RHSP account for part-time employees. Effective December 1, 2019 2022 or the date of ratification, whichever is later, the City will contribute \$80\$90 per bi-weekly pay period for full-time Employees and \$40\$45 per bi-weekly pay period for part-time Employees.

144
108800

JH

6. Article 32, Holiday Provisions – Modify Section A as follows:

A. The paid holidays are designated as New Year's Day, Martin Luther King Jr. Day, Presidents' Day Good Friday, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. If Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.

7. Article 34, Vacations – Modify Section A as follows:

A. 1. Employees hired prior to September 8, 2011 shall accrue vacation at the following rate for each completed month of service with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
5—10	10.5 hours per month
10—20 11 th year to 20 th year	14 hours per month
20—25 21 st year to 25 th year	15 hours per month
25 or more After 25 th year	16 hours per month

2. Employees hired after September 8, 2011 shall accrue vacation at the following rate for each completed month of service, with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
1—5 First 5 years	7 8 hours per month
5—10 6 th year to 10 th year	10 hours per month
10—20 11 th year to 20 th year	11 hours per month
20 or more After 20 th year	13 hours per month

* * *

8. Article 39, Optical - Dental – Modify Section A, and add a new Sections C.9 10, 11, 12 and 13 as follows:

A. The Employer will provide a group optical program for the Employee, spouse, and dependent children under 19 years of age as follows:

1. Once every two years for each person . . .

* * *



~~4. Following execution of this Agreement, the parties agree to meet and discuss alternate optical plans up request of either party.~~

Effective March 1, 2024, the optical plan detailed in Appendix B of this Agreement shall replace the plan detailed above in this Section, including the payment for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

The City reserves the right to replace the plan detailed in Appendix B with a different plan with comparable benefits during the life of this Agreement.

C. The Employer will provide a dental reimbursement program for regular full-time Employees, spouses, and dependent children under 19 years of age as follows:

1. Employees will be reimbursed for dental expenses incurred for themselves and family . . .

* * *

9. Effective March 1, 2024, the dental plan detailed in Appendix C of this Agreement shall replace the plan detailed above in this Section. Employees electing to participate in this plan shall be required to contribute any cost above the following caps* which will be increased each year by the same percentage increase in the health insurance caps:

<u>Single coverage:</u>	<u>\$378 annual</u>
<u>Two-person coverage:</u>	<u>\$718 annual</u>
<u>Family coverage:</u>	<u>\$1,440 annual</u>

*The rates listed above are based on the rates for the 2022 plan year (which are currently in effect for the LPOA) and will be updated for the 2024 plan year by any percentage increases in health insurance caps that are made as provided herein for the 2023 and 2024 plan years.

10. The City reserves the right to replace the plan detailed in Appendix C with a different plan with comparable benefits during the life of this Agreement.

11. Employees will be provided a \$900 dental reimbursement on December 1, 2022 as detailed in subsection 1, above, and a \$225 dental reimbursement in lieu of the \$900 dental reimbursement that would be otherwise paid on that date pursuant to subsection 1, above, on December 1, 2023, after which no further reimbursement will be provided.



12. All unused accumulation earned pursuant to subsection 2, above, not used by March 1, 2024 will be forfeited.

13. Employees who owe the City for dental reimbursement paid in advance must pay back the amount owed to the City prior to March 1, 2024.

9. Article 40, Life Insurance and Disability Coverage – Modify Section A as follows:

A. The Employer agrees to provide the following: pay the full costs of the premium for each full-time Employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death, dismemberment and loss of sight insurance and weekly sickness and accident benefits.

1. Life insurance shall be provided in an amount equal to 100% of the Employees base salary plus \$2,000.

2. Part-time Employees shall have a life insurance policy in the amount of \$7,500 according to current practice.

3. Employees who retire on or after December 1, 1998, shall receive life insurance in the amount of \$5,000.

4. If a regular Employee is laid off, the Employer will continue to pay premiums for a period not to exceed 120 days from the cessation of active employment.

10. Article 41, Personal Business – Modify Article as follows:

Personal business, not to exceed two days in any calendar year, shall be allowed to Employees without loss of pay or deduction from sick leave. Said personal business shall be taken in increments of at least two hours. Effective January 1, 2023, employees shall be provided three personal business days in any calendar year.

11. Article 43. Pensions – Change title of Article to “Retirement” and modify Section III.B.I as follows:

B. 1. For Employees hired on or after March 17, 1997, the pensions provided for Employees following their six-month probationary period will be a defined contribution pension plan with the City contributing an amount equal to 7.11% of the Employee’s wages and the Employee contributing an amount equal to 3.14.5% of the Employee’s wages, with vesting after four years of employment. Effective December 1, 2007, the City’s contribution rate shall increase to 8% of the Employee’s wages. Effective February 27, 2017, the City’s

~~contribution rate shall increase to 9% of the Employee's wages and the Employee's contribution will be increased to 4% of the Employee's wages. Effective December 1, 2019, the City's contribution shall increase to 11% of the Employee's wages and the Employee's contribution shall increase to 4.5% of the Employee's wages. Effective December 1, 2022 or the date of ratification, whichever is later, the City's contribution shall increase to 12% of the Employee's wages.~~ The Employee is permitted to contribute additional amounts up to the maximum allowed by law.

12. Article 44, Uniforms – Modify Section E as follows:

On the first payroll in June, Employees will be paid an annual clothing allowance based on the following schedule:

E. One hundred dollars (\$100) to Employees in Clerical positions in the form of a voucher which must be used to purchase department-approved apparel. In lieu of a voucher, Police Department Clerical Employees will receive a \$100 annual clothing allowance.

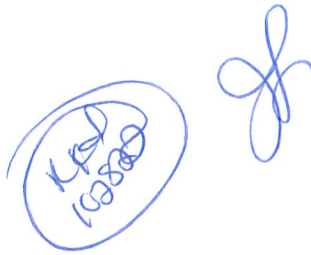
13. Article 47, Rate Adjustments – Modify Section C as follows:

C. The Wage Rate Schedule attached hereto as Appendix A represents the following wage adjustments over the life of this Agreement:

<u>Effective Date</u>	<u>Adjustment</u>
December 1, 2019 2022:	2% wage increase
December 1, 2020 2023:	2.5 3% wage increase
December 1, 2021 2024:	3 2.5% wage increase

14. Article 47, Rate Adjustments – Implement the following wage adjustments to the Wage Rate Schedule (Appendix A)

1. Effective December 1, 2022, the wage schedule for the classification of Equipment Mechanic I will be modified to match the wage schedule of the Fire Equipment Mechanic classification as modified by the December 1, 2022 and all future wage increases.
2. Effective December 1, 2022, the classification of Building Mechanic I will no longer be utilized and employees hired following ratification of this Agreement to perform the current duties of the Building Mechanic I position will be classified as PSW I and will be paid according to the PSW I wage schedule. Current employees in the Building Mechanic I position will remain in the current Building Mechanic I position as long as they remain employed in such position. The Building Mechanic I wage schedule will be modified as provided in the attached wage schedule and current Building Mechanic I's will be reclassified as follows:

- 
- Employees at step 2.5 of the old wage schedule shall be placed at step 1 on the new wage schedule.
 - Employees at step 4 of the old wage schedule shall be placed at step 2 of the new wage schedule.
 - Employees at step 6 of the old wage schedule shall be placed at step 3.5 of the new wage schedule.

3. Effective December 1, 2022, the wage schedule for the classifications of Equipment Mechanic II and Building Mechanic II will be modified to match the wage schedule of the Senior Fire Equipment Mechanic classification as modified by the December 1, 2022 and all future wage increases.

4. Increase the rate of pay for the classification of Custodian by \$1.00 per hour at the top step and adjust lower levels to reflect a 4% wage differential at each level. See attached salary schedule.

5. Modify the PSW I wage schedule as provided in the attached wage schedule. Employees shall be reclassified as follows:

- Employees at steps 1, 1.5 and 2 of the old wage schedule shall be placed at step 1 on the new wage schedule.
- Employees at step 2.5 of the old wage schedule shall be placed at Step 1.5 on the new wage schedule
- Employees at step 3 of the old wage schedule shall be placed at step 2 of the new wage schedule.
- Employees at step 4 of the old wage schedule shall be placed at Step 2.5 of the new wage schedule
- Employees at step 5 of the old wage schedule shall be placed at step 3 of the new wage schedule.
- Employees at step 6 of the old wage schedule shall be placed at step 3.5 of the new wage schedule
- Employees as steps 7 and 8 of the old wage schedule shall be placed at step 4 of the new wage schedule.

To avoid a situation where a less senior employee would be paid more than a more senior employee, an employee who would otherwise be passed in wages by another employee who was hired after him or her, will automatically have his or her anniversary date for purposes of steps only moved back to the same date as the employee who would have otherwise passed him or her, and this new date will be used for any future salary step advancements.

15. Article 55, Public Service Worker Classifications – Modify Section A as follows:

A. New Employees

1. The probationary period for new PSW I Employees and Employees promoted into the PSW I position shall be 12 months. Notwithstanding the above, the City has the right to provide the Employee after six months of employment with any wage or benefits associated with passing probation, if the Employee is progressing in a positive manner and the Employee has not been disciplined. The new Employee shall complete a ~~36~~24-month training rotation commencing with their date of hire. Following the completion ...

2. Employees hired into the position of Public Service Worker I, shall be considered in training for the first ~~three~~ two years of employment and shall be subject to movement within the DPW sections.

3. After an Employee completes the ~~36~~24-month training program, the Employee will be assigned to a specific section based on the City's operational needs. ~~Employees hired prior to October 20, 2014 shall not be subject to the 36-month training program.~~

4. Once an Employee ...

16. Letter of Understanding regarding alternate work schedules – See attached Letter of Understanding:

17. General – Any employee who did not receive a wage adjustment pursuant to item 14, above, will receive a \$500 signing bonus upon ratification of this Agreement.



BUILDING MECHANIC I PROPOSAL

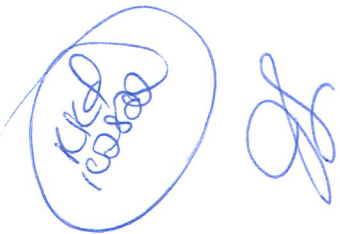
SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

CLASSIFICATION
BUILDING MECHANIC I
Current

	3%		
	2021-2022		
	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
STEP 1	22.26	1,780.80	46,300.80
STEP 1.5	22.72	1,817.60	47,257.60
STEP 2	23.19	1,855.20	48,235.20
STEP 3	24.15	1,932.00	50,232.00
STEP 4	25.16	2,012.80	52,332.80
STEP 5	26.20	2,096.00	54,496.00
STEP 6	27.30	2,184.00	56,784.00
STEP 7	28.43	2,274.40	59,134.40
STEP 8	29.61	2,368.80	61,588.80

CLASSIFICATION
BUILDING MECHANIC I
Proposed

	3%		
	2021-2022		
	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
STEP 1	24.62	1,969.60	51,209.60
STEP 1.5	25.45	2,036.00	52,936.00
STEP 2	26.28	2,102.40	54,662.40
STEP 3	27.94	2,235.20	58,115.20
STEP 4	29.61	2,368.80	61,588.80



Custodian Proposal

SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

		3%		
		2021-2022		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
CUSTODIAN (AFTER 10/20/14) <i>Current</i>	STEP 1	15.26	1,220.80	31,740.80
	STEP 1.5	15.66	1,252.80	32,572.80
	STEP 2	16.03	1,282.40	33,342.40
	STEP 3	16.79	1,343.20	34,923.20
	STEP 4	17.54	1,403.20	36,483.20
CUSTODIAN (BEFORE 10/20/14)	STEP 1	15.26	1,220.80	31,740.80
	STEP 1.5	16.39	1,311.20	34,091.20
	STEP 2	17.54	1,403.20	36,483.20
CUSTODIAN <i>Proposed</i> (Combine both classifications)	STEP 1	16.40	1,312.24	34,118.24
	STEP 1.5	16.75	1,340.00	34,840.00
	STEP 2	17.09	1,366.92	35,539.92
	STEP 3	17.80	1,423.87	37,020.62
	STEP 4	18.54	1,483.20	38,563.20

PSW I Proposal

SCHEDULE I
CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 192
2019-2022 WAGE RATE SCHEDULE
EFFECTIVE 12/01/19

3%

		2021-2022		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>ANNUAL</u>
PUBLIC SERVICE WORKER I <i>Current</i>	STEP 1	21.21	1,696.80	44,116.80
	STEP 1.5	21.66	1,732.80	45,052.80
	STEP 2	22.09	1,767.20	45,947.20
	STEP 3	23.02	1,841.60	47,881.60
	STEP 4	23.98	1,918.40	49,878.40
	STEP 5	24.96	1,996.80	51,916.80
	STEP 6	26.00	2,080.00	54,080.00
	STEP 7	27.08	2,166.40	56,326.40
	STEP 8	28.21	2,256.80	58,676.80
PUBLIC SERVICE WORKER I <i>Proposed</i>	STEP 1	23.00	1,840.00	47,840.00
	STEP 1.5	23.87	1,909.60	49,649.60
	STEP 2	24.73	1,978.40	51,438.40
	STEP 3	26.46	2,116.80	55,036.80
	STEP 4	28.21	2,256.80	58,676.80

**LETTER OF UNDERSTANDING
BETWEEN
The City of Livonia
and
AFSCME COUNCIL 25, Local 192**

October _____, 2022

THIS LETTER OF UNDERSTANDING is entered into by and between the City of Livonia ("City") and AFSCME Council 25, Local 192 ("Union").

WHEREAS, as part of bargaining the 2022-2025 Collective Bargaining Agreement ("2022-2025 Agreement"), the parties discussed the issue of an alternate summer work schedule for DPW employees and a voluntary alternate work schedule for all employees;

WHEREAS, the parties recognized that use of such alternate schedules should be on a trial basis during the term of this Letter of Understanding;

WHEREAS, the parties have come to agreement to establish work conditions under these alternate schedules during the life of the 2022-2025 Agreement;

NOW THEREFORE, the parties have agreed to the following:

1. During the life of the parties' 2022-2025 Agreement, the parties will implement, on a trial basis, an alternate work schedule for all employees, as detailed in Paragraph 2 below, and an alternate summer work schedule for DPW employees only, as detailed in Paragraph 3, below.
2. Notwithstanding anything to the contrary in the parties' 2022-2025 Agreement, any employee may work a 4-day, 10-hour workweek schedule, or some alternative work schedule, if requested by the employee and approved, in writing, by the Department Head of the Department in which the employee works. Any alternate schedule approved pursuant to this Letter of Understanding, shall consist of a 40-hour work schedule as provided in the parties' 2022-2025 Agreement.
3. Notwithstanding anything to the contrary in the parties' 2022-2025 Agreement, the City shall have the right to convert to a 4-day, 10-hour workweek schedule for all employees in the Department of Public Works from Memorial Day to Labor Day in any year of the 2022-2025 Agreement. Should the City elect to do so, it will provide notice to the Union and employees by March 1 of each year. In any year the City elects to utilize this alternative schedule, employees may request to opt-out of the 4-day, 10-hour workweek schedule and continue to work the regular 5-day schedule, and such request will be granted if, in the City's discretion, the request is operationally feasible.

- 
4. The City reserves the right to maintain an individual employee or group of employees (for example, custodians) on the regular schedule for operational reasons.
 5. Employees who utilize vacation, sick time or any other daily use of time for the full day while working a 4-day work schedule will be charged with, and paid for, the actual number of hours the employee was scheduled to work on the day the vacation, sick day or other daily use of time was utilized.
 6. In any week where the City is closed for at least one day because of a City-recognized Holiday, the alternate schedules provided in Paragraphs 2 and 3, above, shall not apply and the employee will work a regular 8-hour schedule during all days that the City is open during that Holiday week.
 7. If any alternate work schedule utilized pursuant to this Letter of Understanding results in an employee being scheduled to work more than eight (8) hours in a day, the provision in Article 32, Overtime, Section B providing for time and one-half for hours worked above eight (8) hours in one day, shall not be applicable. Instead, employees working an alternate schedule that results in the employee being scheduled to work more than eight (8) hours in a day shall be paid time and one-half for all hours worked in a day beyond the scheduled number of hours. (For example, an employee working a 4-day, 10-hour schedule will be paid time and one-half for all hours worked in a day over 10 hours.)
 8. Employees who are working an alternate schedule in a given week pursuant to this Letter of Understanding and who are required to work on a day they were not scheduled to work under the alternate schedule but that they would have otherwise worked under their regular schedule, will be paid time and one-half for all hours worked on that day.
 9. The parties will meet following ratification of this Letter of Understanding to discuss the specific details of the DPW summer 4-day, 10-hour schedule detailed in Paragraph 3, above. Such discussions will not prevent the City from utilizing the alternate schedule during the summer of 2023 or any other year of the parties' 2022-2025 Agreement consistent with this Letter of Understanding. Additionally, the parties agree to meet to address any concerns of either party or any issues that develop with respect to the voluntary alternate schedules detailed in Paragraph 2, above.
 10. This Letter of Understanding will expire at the end of the parties' 2022-2025 Agreement, subject to negotiations for the successor agreement.
 11. Nothing in this provision is intended to take away the City's right to otherwise modify schedules during the term of this Letter of Understanding or in the future based upon its implied management rights and expressed management rights detailed in the parties' 2022-2025 Agreement.

12. Any modification of this Letter of Understanding during the term of the parties 2022-2025 must be agreed upon by both parties.

IN WITNESS HEREOF, the parties have executed in duplicate originals this Letter of Understanding as of this _____th day of October 2022.

CITY OF LIVONIA

AFSCME, LOCAL 192

By: _____

MAUREEN MILLER BROSNAN

Its: Mayor

By: _____

RONDA TROUSE

Its: Business Agent

By: _____

JEANNINE LAIBLE

Its: Human Resources Director

By: _____

TIM FAIRGRIEVE

Its: President



LETTER TO THE LIVONIA CITY COUNCIL

17.

Civil Service
November 2, 2022

MEETING DATE

R111422

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE ADJUSTMENTS IN SALARY AND BENEFITS FOR NON-REPRESENTED CITY OF LIVONIA EMPLOYEES FOR THE PERIOD DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025 Civil Service Department, re same.

BACKGROUND

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: Adjustments in Salary and Benefits for Non-Represented City of Livonia Employees

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Wenson seconded by Mr. Spence, and unanimously adopted, it was

#22-184 RESOLVED, that having reviewed the memorandum dated November 2, 2022, from Jeannine Laible, Human Resources Director, requesting approval of the adjustments in salary and benefits for non-represented City of Livonia employees, the Civil Service Commission does hereby approve the adjustments in salary and benefits for non-represented City of Livonia employees as indicated in the memorandum from Ms. Laible, for the period December 1, 2022, through November 30, 2025, to be submitted to City Council for their review and approval.

Attached is the summary of the referenced changes.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

Jeannine Laible
Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Adjustments in Salary and Benefits for Non-Represented City of Livonia Employees for the Period 12.1. 2022 to 11.1. 2025

APPROVED BY



Jeannine Laible, Human Resources Director

Date: November 07, 2022



Michael Slater, Finance Director

Date: November 07, 2022



Paul Bernier, City Attorney

Date: November 07, 2022



Maureen Miller Brosnan, Mayor

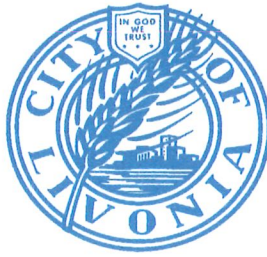
Date: November 08, 2022

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

CHARLOTTE S. MAHONEY, CHAIRPERSON
JAMES WENSON, COMMISSIONER
ROGER L. SPENCE, COMMISSIONER

CIVIL SERVICE DEPARTMENT



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: Adjustments in Salary and Benefits for Non-Represented City of Livonia Employees

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Wenson seconded by Mr. Spence, and unanimously adopted, it was

#22-184 RESOLVED, that having reviewed the memorandum dated November 2, 2022, from Jeannine Laible, Human Resources Director, requesting approval of the adjustments in salary and benefits for non-represented City of Livonia employees, the Civil Service Commission does hereby approve the adjustments in salary and benefits for non-represented City of Livonia employees as indicated in the memorandum from Ms. Laible, for the period December 1, 2022, through November 30, 2025, to be submitted to City Council for their review and approval.

Attached is the summary of the referenced changes.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

A handwritten signature in blue ink that reads "Jeannine Laible".

Jeannine Laible
Human Resources Director

je
cc: File

MEMORANDUM

TO: Civil Service Commission
 FROM: Jeannine Laible, Human Resources Director 
 DATE: November 2, 2022
 SUBJECT: **Adjustments in Salary and Benefits for Non-Represented City of Livonia Employees**

The following recommended changes, for non-represented City employees, are reflective of the changes agreed to by the City and employees represented by AFSCME Union Local 192, for the contract period of December 1, 2022, through November 30, 2025:

1. A three-year agreement from December 1, 2022, to November 30, 2025.
2. For employees hired on or after September 8, 2011, increase sick leave accumulation from six hours per completed month of service (72 hours per year) to eight hours per completed month of service (96 hours per year), thus eliminating the tiered system for sick leave accrual.
3. Increase bereavement leave to five days instead of four days for the death of an immediate family member.
4. Increase the City's contribution to employees' RHSP accounts from \$80 per bi-weekly pay period to \$90 per bi-weekly pay period effective December 1, 2022, and \$45 per week for part-time employees.
5. Add Martin Luther King, Jr. Day as a paid holiday.
6. Increase vacation accrual by an additional hour, from seven to eight hours per month, for employees in the first 5 years of service.
7. Transition to a group program (i.e. optional insurance plan) for dental and optical coverage instead of a reimbursement system effective March 1, 2024. Employees electing to participate will be responsible for payroll contributions.
8. Increase in Personal Business paid days off from two days per year to three days per year.
9. Increase the City's contribution to the 401(a) Defined Contribution plan for employees hired on or after March 17, 1997, to 12% (an increase of 1%).
10. Increase the salaries of all non-represented employees as follows:

Effective December 1, 2022:	2% increase
Effective December 1, 2023:	3% increase
Effective December 1, 2024:	2.5% increase

11. Implement the option for alternative work schedules on a 3-year trial basis. For example, some departments may change to a 10 hour / 4-day work week. Any schedule changes will be subject to operational needs of the department, and each department will be functioning to provide City services without interruption. Employees may submit a request, subject to approval, to opt-out of the alternative work schedule.
12. Upon ratification, provide a \$500 signing bonus to any employee who did not receive a wage adjustment.

je



LETTER TO THE LIVONIA CITY COUNCIL

18.

Civil Service
November 2, 2022

MEETING DATE

R111422

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE ADJUSTMENTS IN SALARY AND BENEFITS FOR NON-APPOINTED DEPARTMENT HEADS FOR THE PERIOD DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025 Civil Service Department, re same.

BACKGROUND

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: Adjustments in Salary and Benefits for Non-Appointed City of Livonia Department Heads

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

#22-185 RESOLVED, that having reviewed the memorandum dated November 2, 2022, from Jeannine Laible, Human Resources Director, requesting approval of the adjustments in salary and benefits for non-appointed City of Livonia Department Heads, the Civil Service Commission does hereby approve the adjustments in salary and benefits for non-appointed City of Livonia Department Heads as indicated in the memorandum from Ms. Laible, for the period December 1, 2022, through November 30, 2025, to be submitted to City Council for their review and approval.

Attached is the summary of the referenced changes.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

Jeannine Laible
Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Adjustments in Salary and Benefits for Non-Appointed City of Livonia Department Heads for the Period December 1, 2022, through November 1, 2025

APPROVED BY



Jeannine Laible, Human Resources Director

Date: November 08, 2022



Michael Slater, Finance Director

Date: November 08, 2022



Paul Bernier, City Attorney

Date: November 08, 2022



Maureen Miller Brosnan, Mayor

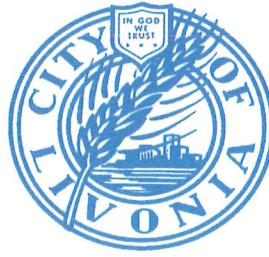
Date: November 08, 2022

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

CHARLOTTE S. MAHONEY, CHAIRPERSON
JAMES WENSON, COMMISSIONER
ROGER L. SPENCE, COMMISSIONER

CIVIL SERVICE DEPARTMENT



MEMBER IPMA-HR /SHRM
International Public Management Association
for Human Resources
Society for Human Resources Management

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

November 7, 2022

Honorable Members of City Council
City of Livonia

Subject: Adjustments in Salary and Benefits for Non-Appointed City of Livonia
Department Heads

Dear Council Members:

At its Special Meeting of November 3, 2022, with minutes to be approved November 16, 2022, the Civil Service Commission adopted the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

#22-185 RESOLVED, that having reviewed the memorandum dated November 2, 2022, from Jeannine Laible, Human Resources Director, requesting approval of the adjustments in salary and benefits for non-appointed City of Livonia Department Heads, the Civil Service Commission does hereby approve the adjustments in salary and benefits for non-appointed City of Livonia Department Heads as indicated in the memorandum from Ms. Laible, for the period December 1, 2022, through November 30, 2025, to be submitted to City Council for their review and approval.

Attached is the summary of the referenced changes.

If you have any questions concerning this matter, please call me at (734) 466-2527.

Sincerely,

Jeannine Laible
Human Resources Director

je
cc: File

MEMORANDUM

TO: Civil Service Commission
 FROM: Jeannine Laible, Human Resources Director 
 DATE: November 2, 2022
 SUBJECT: **Adjustments in Salary and Benefits for Non-Appointed Department Heads**

The following recommended changes, for non-appointed Department Heads, are reflective of the changes agreed to by the City and employees represented by AFSCME Union Local 192, for the contract period of December 1, 2022, through November 30, 2025:

1. A three-year agreement from December 1, 2022, to November 30, 2025.
2. For employees hired on or after September 8, 2011, increase sick leave accumulation from six hours per completed month of service (72 hours per year) to eight hours per completed month of service (96 hours per year), thus eliminating the tiered system for sick leave accrual.
3. Increase bereavement leave to five days instead of four days for the death of an immediate family member.
4. Increase the City's contribution to employees' RHSP accounts from \$80 per bi-weekly pay period to \$90 per bi-weekly pay period effective December 1, 2022, and \$45 per week for part-time employees.
5. Add Martin Luther King, Jr. Day as a paid holiday.
6. Transition to a group program (i.e. optional insurance plan) for dental and optical coverage instead of a reimbursement system effective March 1, 2024. Employees electing to participate will be responsible for payroll contributions.
7. Increase in Personal Business paid days off from two days per year to three days per year.
8. Increase the City's contribution to the 401(a) Defined Contribution plan for employees hired on or after March 17, 1997, to 12% (an increase of 1%).
9. Increase the salaries of all non-appointed Department Heads as follows:

Effective December 1, 2022:	2% increase
Effective December 1, 2023:	3% increase
Effective December 1, 2024:	2.5% increase
10. Implement the option for alternative work schedules on a 3-year trial basis. For example, some departments may change to a 10 hour / 4-day work week. Any schedule changes will be subject to operational needs of the department, and each department will be functioning to provide City

services without interruption. Employees may submit a request, subject to approval, to opt-out of the alternative work schedule.

11. Upon ratification, provide a \$500 signing bonus to any employee who did not receive a wage adjustment.

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