

**OFFICE OF THE COUNCIL**

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ROB GJONAJ DONOVIC  
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33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2250  
[citycouncil@livonia.gov](mailto:citycouncil@livonia.gov)

**OFFICE OF THE COUNCIL**

**MEETING PACKET FOR  
THE REGULAR MEETING OF  
MARCH 10, 2025  
7:00 P.M.**

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(734) 466-2250**

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

**2012<sup>th</sup> Regular Meeting Agenda of the Council of the City of Livonia**  
**Monday, March 10, 2025**

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** – Regular Meeting Minutes of February 24, 2025

**AUDIENCE COMMUNICATION**

**REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS**

- a. [Communication from the Department of Finance dated February 21, 2025, re: forwarding the Departmental Purchases Report, for the months ending December 31, 2024 and January 31, 2025.](#)
- b. [Communication from the Department of Finance, dated February 21, 2025, re: forwarding various financial statements of the City of Livonia for the months ending September 2024 and October 2024.](#)

**CONSENT AGENDA**

1. [REQUEST TO BARRICADE CITY STREETS: Chris Inch, Six Mile Track Club Coach, re: on Friday, August 15, 2025, from 12:00 p.m. through Saturday, August 16, 2025, at 12:00 a.m., with a rain date of August 16, 2025, on Perth Street from Stark Road until it dead-ends West of Farmington, for a nighttime high school cross country meet.](#)
2. [WAIVER PETITION: Planning Commission, re: Petition 2025-01-02-01 submitted by Eman Enterprises LLC, requesting waiver use approval to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast ¼ of Section 34.](#)
3. [REQUEST FOR CONSIDERATION OF A PROPOSED ORDINANCE AMENDMENT: Office of the City Clerk, re: to amend all Sections to Title 1, Chapter 1.08 \(Election Precincts\) to permanently consolidate precincts to reduce cost and streamline the process for voters.](#)
4. [REQUEST TO WAIVE THE SEALED BID PROCESS AND AUTHORIZE THE PURCHASE OF TEN \(10\) MARKED AND EIGHT \(8\) UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING: Division of Police, re: from budgeted funds.](#)
5. [AWARD OF CONTRACT: Finance Department, re: lockbox services for water billing payments, for a period of three \(3\) years with an option to renew for an additional two \(2\) one-year periods, from budgeted funds.](#)
6. [AWARD OF BID: Livonia Housing Commission, re: for the replacement of one hundred and thirty-five electric ranges at McNamara Towers, from budgeted funds.](#)
7. [AWARD OF BID: Livonia Housing Commission, re: grubbing and clear-cut tree removal for Newburgh Village expansion project, from budgeted funds.](#)



8. AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION: Department of Parks and Recreation, re: Rehabilitation Planning for the South Barn at Greenmead Historical Park, from the unexpended fund balance of the Historical Commission Fund and budget transfer in the amount of \$93,623.00.
9. AWARD OF BID: Department of Parks and Recreation re: the replacement of buried sump pump discharge lines at Greenmead Historical Park, in a not-to-exceed amount of \$21,495, from budgeted funds.
10. AWARD OF BID: Department of Public Works, re: for Ready-Mix Concrete for the City's 2025 calendar year requirements, from budgeted funds.
11. AWARD OF BID: Public Works Division, re: for Aggregates (road gravel, slag and stone) for the City's 2025 calendar year requirements, from budgeted funds.
12. AWARD OF BID: Department of Public Works, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the 2025 calendar year.

#### **UNFINISHED BUSINESS**

13. WAIVER PETITION: Planning Commission, re: Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting waiver use approval to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast ¼ of Section 24.
14. REQUEST TO AMEND AIA AGREEMENT WITH PCI DAILEY: Department of Parks and Recreation, re: a change to GMP to \$26,220,610.33 and project scope for the addition of a new roof over the Main and MAC gyms at the Jack E. Kirksey Recreation Center, from the unexpended fund balance of Parks and Recreation. (CR 233-24)
15. REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Department of Parks and Recreation, re: out of scope services related to the design of the Senior Wellness Center and Recreation Center Improvements Project. (CR 378-20)

#### **NEW BUSINESS**

16. REQUEST TO RENEW WESTERN WAYNE COUNTY POLICE MUTUAL AID AGREEMENT: Department of Homeland Security and Emergency Preparedness, re: to continue our partnerships with Western Wayne County police agencies.
17. ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.

#### **AUDIENCE COMMUNICATION**

#### **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 disabilities. Please call (734) 466-2236 or email [clerk@livonia.gov](mailto:clerk@livonia.gov) as soon as possible if you need assistance. Council agendas are available on the City's website [www.livonia.gov](http://www.livonia.gov) - under Your Government, City Council, Agendas & Minutes.

LORI L. MILLER, CITY CLERK

a.



## LETTER TO THE LIVONIA CITY COUNCIL

Finance  
February 21, 2025

### MEETING DATE

R031025

### PRESENTED BY

Debra Peck Lichtenberg, CPA, Finance Director

### AGENDA ITEM

a. Communication from the Department of Finance dated February 21, 2025, re: forwarding the Departmental Purchases Report, for the months ending December 31, 2024 and January 31, 2025.

### BACKGROUND DETAILS

Finance Ordinance 3.04.130(A) requires that a report be provided to the governing body regarding departmental purchases that are between \$15,000 and \$19,999. Attached hereto are the departmental purchases that meet this criterion for the months ending December 31, 2024 and January 31, 2025. Additional details on these purchases will be provided upon request.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

We respectfully request that the City Council receive and file this report.

### ATTACHMENTS

1. City Council - Receive and File Purchases - December 2024 and January 2025

### APPROVED BY

Handwritten signature of Debra A. Lichtenberg in black ink.

Debra Peck Lichtenberg, CPA, Finance Director

Date: February 25, 2025

Handwritten signature of Maureen Miller Brosnan in black ink.

Maureen Miller Brosnan, Mayor

Date: February 26, 2025

City of Livonia  
City Council – Receive and File Purchases

For Month of : January 2025

Pursuant to Ordinance Section 3.04.130, purchases between \$15,000 and \$19,999 need to be submitted to City Council as a receive and file item. Below are the purchases that meet this criteria.

| Item # | Date      | Department          | Vendor                    | Item                      | Cost        | Description                                          |
|--------|-----------|---------------------|---------------------------|---------------------------|-------------|------------------------------------------------------|
| 1      | 1/1/2025  | DPW – Water & Sewer | MissDig 811               | MissDig membership – 2025 | \$19,425.55 |                                                      |
| 2      | 1/28/2025 | DPW – Building Mtn. | Mechanical Heat and Frost | duct installation         | \$18,750.00 | removal & installation of duct installation at LFD 1 |
| 3      |           |                     |                           |                           |             |                                                      |
| 4      |           |                     |                           |                           |             |                                                      |
| 5      |           |                     |                           |                           |             |                                                      |
| 6      |           |                     |                           |                           |             |                                                      |
| 7      |           |                     |                           |                           |             |                                                      |
| 8      |           |                     |                           |                           |             |                                                      |
| 9      |           |                     |                           |                           |             |                                                      |
| 10     |           |                     |                           |                           |             |                                                      |
| 11     |           |                     |                           |                           |             |                                                      |
| 12     |           |                     |                           |                           |             |                                                      |
| 13     |           |                     |                           |                           |             |                                                      |
| 14     |           |                     |                           |                           |             |                                                      |
| 15     |           |                     |                           |                           |             |                                                      |
| 16     |           |                     |                           |                           |             |                                                      |
| 17     |           |                     |                           |                           |             |                                                      |
| 18     |           |                     |                           |                           |             |                                                      |
| 19     |           |                     |                           |                           |             |                                                      |
| 20     |           |                     |                           |                           |             |                                                      |

City of Livonia  
City Council – Receive and File Purchases

For Month of : December 2024

Pursuant to Ordinance Section 3.04.130, purchases between \$15,000 and \$19,999 need to be submitted to City Council as a receive and file item. Below are the purchases that meet this criteria.

| Item # | Date       | Department           | Vendor                 | Item                                           | Cost        | Description                                                                       |
|--------|------------|----------------------|------------------------|------------------------------------------------|-------------|-----------------------------------------------------------------------------------|
| 1      | 12/3/2024  | Information Systems  | CivicPlus              | CivicPlus/Engage/Send Renewal                  | \$19,488.83 |                                                                                   |
| 2      | 12/3/2024  | Information Systems  | ONSOLVE                | CodeRed                                        | \$15,965.94 |                                                                                   |
| 3      | 12/10/2024 | DPW                  | MacQueen               | various nozzles for sewer section              | \$16,750.00 | eight (8) types of nozzles for the sewer section                                  |
| 4      | 12/4/2024  | Planning             | Co-Star                | Software for Economic Develop.                 | \$17,797.80 | Access for Planning and Assessing to software regarding properties on the market. |
| 5      | 12/16/2024 | Information Systems  | CivicPlus              | CivicClerk Renewal – 1 year                    | \$16,752.59 |                                                                                   |
| 6      | 12/17/2024 | Parks and Recreation | George and Murph's LLC | Reim-grease trap replacement at Coach's Corner | \$15,767.89 | 30% reimbursement for grease trap replacement at Coach's Corner restaurant        |
| 7      |            |                      |                        |                                                |             |                                                                                   |
| 8      |            |                      |                        |                                                |             |                                                                                   |
| 9      |            |                      |                        |                                                |             |                                                                                   |
| 10     |            |                      |                        |                                                |             |                                                                                   |
| 11     |            |                      |                        |                                                |             |                                                                                   |
| 12     |            |                      |                        |                                                |             |                                                                                   |
| 13     |            |                      |                        |                                                |             |                                                                                   |
| 14     |            |                      |                        |                                                |             |                                                                                   |
| 15     |            |                      |                        |                                                |             |                                                                                   |
| 16     |            |                      |                        |                                                |             |                                                                                   |
| 17     |            |                      |                        |                                                |             |                                                                                   |
| 18     |            |                      |                        |                                                |             |                                                                                   |
| 19     |            |                      |                        |                                                |             |                                                                                   |
| 20     |            |                      |                        |                                                |             |                                                                                   |

b.



## LETTER TO THE LIVONIA CITY COUNCIL

Finance  
February 21, 2025

### MEETING DATE

R031025

### PRESENTED BY

Debra Peck Lichtenberg, CPA, Finance Director

### AGENDA ITEM

b. Communication from the Department of Finance, dated February 21, 2025, re: forwarding various financial statements of the City of Livonia for the months ending September 2024 and October 2024.

### BACKGROUND DETAILS

Attached hereto are the various financial statements of the City of Livonia for the months ending September 30, 2024 and October 31, 2024. These statements are summarized so that you may make a quick financial overview of the various funds. Detailed statements, in support of the summarized statements, have been forwarded electronically to the Council Office.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

We respectfully request that City Council receive and file this report.

### ATTACHMENTS

1. BUDGET TO ACTUAL - COUNCIL SUMMARY - SEPTEMBER 2024 AND OCTOBER 2024

### APPROVED BY

Handwritten signature of Debra A. Lichtenberg in cursive.

Debra Peck Lichtenberg, CPA, Finance Director

Date: February 25, 2025

Handwritten signature of Maureen Miller Brosnan in cursive.

Maureen Miller Brosnan, Mayor

Date: February 26, 2025



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                      | Adopted<br>Budget      | Budget<br>Amendments | Amended<br>Budget      | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions    | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD         |
|---------------------------------------------------|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Fund <b>101 - GENERAL FUND</b>                    |                        |                      |                        |                               |                     |                        |                              |                  |                        |
| <b>REVENUE</b>                                    |                        |                      |                        |                               |                     |                        |                              |                  |                        |
| Department <b>000 - ACCOUNT BALANCES</b>          | 71,521,472.00          | 683,000.00           | 72,204,472.00          | 1,379,517.12                  | .00                 | 64,056,713.38          | 8,147,758.62                 | 89               | 61,091,357.69          |
| <b>REVENUE TOTALS</b>                             | <b>\$71,521,472.00</b> | <b>\$683,000.00</b>  | <b>\$72,204,472.00</b> | <b>\$1,379,517.12</b>         | <b>\$0.00</b>       | <b>\$64,056,713.38</b> | <b>\$8,147,758.62</b>        | <b>89%</b>       | <b>\$61,091,357.69</b> |
| <b>EXPENSE</b>                                    |                        |                      |                        |                               |                     |                        |                              |                  |                        |
| Department <b>101 - CITY COUNCIL</b>              | 334,005.00             | .00                  | 334,005.00             | 23,223.90                     | .00                 | 245,359.93             | 88,645.07                    | 73               | 217,417.74             |
| Department <b>173 - MAYOR'S OFFICE</b>            | 584,792.00             | .00                  | 584,792.00             | 48,088.40                     | .00                 | 495,499.45             | 89,292.55                    | 85               | 425,072.66             |
| Department <b>174 - COMMUNICATIONS</b>            | 429,649.00             | .00                  | 429,649.00             | 30,925.60                     | 796.70              | 336,657.97             | 92,194.33                    | 79               | 256,025.71             |
| Department <b>175 - GOVERNMENT AFFAIRS</b>        | 13,801.00              | 94,000.00            | 107,801.00             | 9,804.39                      | .00                 | 71,236.78              | 36,564.22                    | 66               | 14,745.64              |
| Department <b>191 - ACCOUNTING</b>                | 326,094.00             | .00                  | 326,094.00             | 9,078.52                      | .00                 | 259,287.03             | 66,806.97                    | 80               | 193,965.03             |
| Department <b>192 - FINANCE DEPARTMENT</b>        | 534,554.00             | (13,000.00)          | 521,554.00             | 43,560.53                     | .00                 | 380,776.58             | 140,777.42                   | 73               | 354,100.81             |
| Department <b>215 - CITY CLERK</b>                | 633,636.00             | .00                  | 633,636.00             | 45,258.86                     | .00                 | 490,488.49             | 143,147.51                   | 77               | 451,599.19             |
| Department <b>223 - INDEPENDENT AUDIT</b>         | 54,512.00              | .00                  | 54,512.00              | (1,566.00)                    | .00                 | 75,075.13              | (20,563.13)                  | 138              | 54,361.54              |
| Department <b>228 - INFORMATION SYSTEMS</b>       | 1,605,679.00           | .00                  | 1,605,679.00           | 55,454.65                     | 37,651.60           | 1,199,215.00           | 368,812.40                   | 77               | 1,033,526.35           |
| Department <b>236 - ETHICS BOARD</b>              | 550.00                 | .00                  | 550.00                 | .00                           | .00                 | 109.00                 | 441.00                       | 20               | 97.00                  |
| Department <b>247 - BOARD OF REVIEW</b>           | 3,545.00               | .00                  | 3,545.00               | .00                           | .00                 | 3,100.32               | 444.68                       | 87               | 3,100.32               |
| Department <b>253 - TREASURER</b>                 | 679,921.00             | .00                  | 679,921.00             | 46,197.78                     | .00                 | 491,031.51             | 188,889.49                   | 72               | 472,995.63             |
| Department <b>257 - ASSESSING</b>                 | 756,439.00             | .00                  | 756,439.00             | 51,411.56                     | .00                 | 575,245.69             | 181,193.31                   | 76               | 522,835.77             |
| Department <b>261 - UTILITIES AND SUPPLIES</b>    | 546,613.00             | .00                  | 546,613.00             | 41,116.86                     | .00                 | 326,493.47             | 220,119.53                   | 60               | 282,806.54             |
| Department <b>262 - ELECTION COMMISSION</b>       | 679,174.00             | .00                  | 679,174.00             | 64,166.24                     | .00                 | 608,928.43             | 70,245.57                    | 90               | 195,420.57             |
| Department <b>263 - INSURANCE-GENERAL</b>         | 102,452.00             | .00                  | 102,452.00             | (3,738.78)                    | .00                 | 101,164.18             | 1,287.82                     | 99               | 81,972.04              |
| Department <b>264 - INSURANCE-WORKERS COMP</b>    | 435,194.00             | .00                  | 435,194.00             | 51,817.32                     | .00                 | 565,347.90             | (130,153.90)                 | 130              | 487,503.01             |
| Department <b>265 - NON DEPARTMENTAL</b>          | 4,000.00               | 2,007,500.00         | 2,011,500.00           | .00                           | .00                 | 8,799.00               | 2,002,701.00                 | 0                | 2,500.00               |
| Department <b>266 - LAW DEPARTMENT</b>            | 980,880.00             | .00                  | 980,880.00             | 74,331.46                     | .00                 | 794,394.10             | 186,485.90                   | 81               | 709,047.15             |
| Department <b>267 - EMPLOYEE BENEFITS CONTROL</b> | 42,000.00              | .00                  | 42,000.00              | (131,194.72)                  | .00                 | (365,596.81)           | 407,596.81                   | -870             | 1,146,752.74           |
| Department <b>268 - NON-DEPT CAPITAL PROJECTS</b> | 5,000.00               | .00                  | 5,000.00               | .00                           | .00                 | 2,846.75               | 2,153.25                     | 57               | .00                    |
| Department <b>269 - CIVIL SERVICE</b>             | 959,897.00             | .00                  | 959,897.00             | 62,902.48                     | .00                 | 699,356.72             | 260,540.28                   | 73               | 602,838.24             |
| Department <b>270 - TERMINATION PAY</b>           | 2,395,000.00           | (7,500.00)           | 2,387,500.00           | .00                           | .00                 | 698,299.43             | 1,689,200.57                 | 29               | 959,939.20             |
| Department <b>271 - LABOR RELATIONS</b>           | 92,500.00              | .00                  | 92,500.00              | 1,372.00                      | .00                 | 32,492.00              | 60,008.00                    | 35               | 35,656.00              |
| Department <b>272 - DUES AND SUBSCRIPTIONS</b>    | 58,000.00              | .00                  | 58,000.00              | .00                           | .00                 | 51,317.00              | 6,683.00                     | 88               | 43,539.00              |
| Department <b>286 - 16TH DISTRICT COURT</b>       | 3,502,513.00           | 11,800.00            | 3,514,313.00           | 252,925.57                    | 6,159.00            | 2,693,485.92           | 814,668.08                   | 77               | 2,350,542.74           |
| Department <b>302 - TRAFFIC BUREAU</b>            | 1,262,039.00           | 12,500.00            | 1,274,539.00           | 99,740.06                     | 1,788.43            | 1,030,414.77           | 242,335.80                   | 81               | 886,785.58             |
| Department <b>304 - POLICE ADMINISTRATION</b>     | 3,010,074.00           | (27,500.00)          | 2,982,574.00           | 197,393.56                    | .00                 | 2,207,664.40           | 774,909.60                   | 74               | 2,137,832.80           |
| Department <b>306 - POLICE DATA PROCESSING</b>    | 999,901.00             | .00                  | 999,901.00             | 51,926.37                     | 25,542.81           | 720,501.33             | 253,856.86                   | 75               | 822,480.26             |
| Department <b>307 - DETECTIVE BUREAU</b>          | 3,357,544.00           | (9,000.00)           | 3,348,544.00           | 247,640.77                    | .00                 | 2,493,679.59           | 854,864.41                   | 74               | 2,537,770.29           |
| Department <b>309 - AUTOMOTIVE SERVICE</b>        | 586,150.00             | .00                  | 586,150.00             | 23,081.94                     | 7,000.00            | 230,031.78             | 349,118.22                   | 40               | 486,084.86             |
| Department <b>310 - POLICE COMMUNICATIONS</b>     | 1,014,332.00           | .00                  | 1,014,332.00           | 66,636.99                     | .00                 | 738,764.28             | 275,567.72                   | 73               | 711,038.04             |
| Department <b>313 - CROSSING GUARDS</b>           | 81,488.00              | .00                  | 81,488.00              | 6,459.00                      | .00                 | 56,635.75              | 24,852.25                    | 70               | 54,352.55              |
| Department <b>316 - SCHOOL LIAISON</b>            | 578,567.00             | .00                  | 578,567.00             | 49,216.08                     | .00                 | 493,127.85             | 85,439.15                    | 85               | 446,052.15             |
| Department <b>318 - OFFICE OF EMERG PREP</b>      | 184,118.00             | .00                  | 184,118.00             | 12,364.92                     | .00                 | 140,077.41             | 44,040.59                    | 76               | 134,832.65             |
| Department <b>319 - RESERVE POL/SPECIAL EVENT</b> | 407,969.00             | .00                  | 407,969.00             | 31,356.99                     | .00                 | 398,114.64             | 9,854.36                     | 98               | 352,112.35             |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                   | Adopted Budget  | Budget Amendments | Amended Budget   | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year YTD  |
|------------------------------------------------|-----------------|-------------------|------------------|----------------------------|------------------|------------------|---------------------------|---------------|-----------------|
| Fund 101 - GENERAL FUND                        |                 |                   |                  |                            |                  |                  |                           |               |                 |
| EXPENSE                                        |                 |                   |                  |                            |                  |                  |                           |               |                 |
| Department 325 - POLICE PATROL BUREAU          | 14,764,790.00   | 26,598.00         | 14,791,388.00    | 1,087,094.32               | 71,495.32        | 11,510,582.16    | 3,209,310.52              | 78            | 9,613,143.85    |
| Department 329 - INTELLIGENCE BUREAU           | 2,582,175.00    | (2,598.00)        | 2,579,577.00     | 196,046.53                 | 48,529.00        | 2,023,658.13     | 507,389.87                | 80            | 1,750,623.68    |
| Department 336 - FIRE ADMINISTRATION           | 1,440,863.00    | (11,606.00)       | 1,429,257.00     | 108,800.07                 | 2,641.13         | 1,135,643.93     | 290,971.94                | 80            | 1,132,348.60    |
| Department 338 - FIRE FIGHTING                 | 14,759,162.00   | .00               | 14,759,162.00    | 1,388,005.34               | 61,409.68        | 11,009,322.84    | 3,688,429.48              | 75            | 10,830,615.54   |
| Department 341 - FIRE PREVENTION               | 865,073.00      | 11,606.00         | 876,679.00       | 64,860.34                  | .00              | 694,406.53       | 182,272.47                | 79            | 690,307.30      |
| Department 371 - INSPECTION                    | 2,007,116.00    | .00               | 2,007,116.00     | 131,337.52                 | .00              | 1,321,354.72     | 685,761.28                | 66            | 1,228,635.46    |
| Department 381 - BLDG CODE BD OF APPEALS       | 1,361.00        | .00               | 1,361.00         | .00                        | .00              | 60.00            | 1,301.00                  | 4             | 20.00           |
| Department 435 - TRAFFIC COMMISSION            | 2,353.00        | .00               | 2,353.00         | 145.33                     | .00              | 1,480.19         | 872.81                    | 63            | 1,534.01        |
| Department 441 - PUBLIC SERV ADMIN             | 85,450.00       | 5,000.00          | 90,450.00        | (5,382.17)                 | .00              | (78,635.99)      | 169,085.99                | -87           | (44,297.84)     |
| Department 443 - PUBLIC SERV-EQUIP MAINT       | 108,602.00      | (6,000.00)        | 102,602.00       | 5,918.63                   | 13,747.55        | (299,268.65)     | 388,123.10                | -278          | (185,826.57)    |
| Department 447 - ENGINEERING                   | 43,534.00       | .00               | 43,534.00        | (10,998.29)                | 2,200.00         | (92,647.61)      | 133,981.61                | -208          | (64,591.02)     |
| Department 448 - STREET LIGHTING               | 266,328.00      | .00               | 266,328.00       | 22,887.87                  | .00              | 227,210.44       | 39,117.56                 | 85            | 238,020.02      |
| Department 463 - MAINTENANCE-STREET            | 600,843.00      | (48,000.00)       | 552,843.00       | (34,532.94)                | 8,769.60         | 68,168.87        | 475,904.53                | 14            | 160,268.18      |
| Department 523 - PUBLIC SERV-BLDG MAINT        | 2,026,738.00    | 22,000.00         | 2,048,738.00     | 139,923.65                 | 43,609.68        | 1,464,549.28     | 540,579.04                | 74            | 1,199,649.43    |
| Department 524 - PARKS                         | 1,726,526.00    | 2,000.00          | 1,728,526.00     | 117,358.86                 | 1,359.80         | 1,247,255.45     | 479,910.75                | 72            | 1,205,494.05    |
| Department 701 - PLANNING                      | 726,556.00      | (49,500.00)       | 677,056.00       | 50,614.21                  | .00              | 522,215.53       | 154,840.47                | 77            | 500,471.70      |
| Department 702 - ZONING BOARD OF APPEALS       | 53,825.00       | (31,500.00)       | 22,325.00        | 2,430.62                   | .00              | 26,757.26        | (4,432.26)                | 120           | 9,332.01        |
| Department 752 - RECREATION ADMINISTRATION     | 352,803.00      | .00               | 352,803.00       | 17,154.24                  | .00              | 203,450.36       | 149,352.64                | 58            | 101,066.93      |
| Department 758 - RECREATION FACILITIES         | 54,189.00       | 800.00            | 54,989.00        | 5,111.22                   | .00              | 36,710.12        | 18,278.88                 | 67            | 49,445.17       |
| Department 759 - RECREATION ATHLETICS          | 144,447.00      | (800.00)          | 143,647.00       | 25,222.61                  | .00              | 116,779.70       | 26,867.30                 | 81            | 132,129.74      |
| Department 820 - PARKS & REC - SENIOR SERVICES | 564,761.00      | .00               | 564,761.00       | 48,634.74                  | .00              | 469,369.36       | 95,391.64                 | 83            | 494,691.35      |
| Department 821 - P&R - GREENMEAD AND CULTURAL  | 1,099,726.00    | .00               | 1,099,726.00     | 67,292.88                  | 30,570.28        | 788,015.60       | 281,140.12                | 74            | 796,605.63      |
| EXPENSE TOTALS                                 | \$71,519,803.00 | \$1,986,800.00    | \$73,506,603.00  | \$4,988,878.88             | \$363,270.58     | \$51,745,860.99  | \$21,397,471.43           | 71%           | \$49,307,389.37 |
| Fund 101 - GENERAL FUND Totals                 |                 |                   |                  |                            |                  |                  |                           |               |                 |
| REVENUE TOTALS                                 | 71,521,472.00   | 683,000.00        | 72,204,472.00    | 1,379,517.12               | .00              | 64,056,713.38    | 8,147,758.62              | 89%           | 61,091,357.69   |
| EXPENSE TOTALS                                 | 71,519,803.00   | 1,986,800.00      | 73,506,603.00    | 4,988,878.88               | 363,270.58       | 51,745,860.99    | 21,397,471.43             | 71%           | 49,307,389.37   |
| Fund 101 - GENERAL FUND Totals                 | \$1,669.00      | (\$1,303,800.00)  | (\$1,302,131.00) | (\$3,609,361.76)           | (\$363,270.58)   | \$12,310,852.39  | (\$13,249,712.81)         |               | \$11,783,968.32 |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

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Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 202 - MAJOR STREET FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 9,344,198.00      | .00                  | 9,344,198.00      | 924,017.74                    | .00                 | 6,513,069.56        | 2,831,128.44                 | 70               | 6,439,400.16   |
| REVENUE TOTALS                             | \$9,344,198.00    | \$0.00               | \$9,344,198.00    | \$924,017.74                  | \$0.00              | \$6,513,069.56      | \$2,831,128.44               | 70%              | \$6,439,400.16 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 448 - STREET LIGHTING           | 668,359.00        | .00                  | 668,359.00        | 44,500.00                     | .00                 | 579,359.00          | 89,000.00                    | 87               | 531,029.00     |
| Department 451 - CONST-STREET AND BRIDGES  | 60,000.00         | .00                  | 60,000.00         | .00                           | .00                 | .00                 | 60,000.00                    | 0                | .00            |
| Department 463 - MAINTENANCE-STREET        | 1,133,076.00      | 355,071.00           | 1,488,147.00      | 197,864.99                    | .00                 | 951,209.18          | 536,937.82                   | 64               | 781,274.90     |
| Department 475 - MAINTENANCE-TRAFFIC SERV  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 478 - MAINT-FREEWAY LIGHTING    | 20,000.00         | .00                  | 20,000.00         | 1,562.88                      | .00                 | 15,610.71           | 4,389.29                     | 78               | 14,874.10      |
| Department 479 - SNOW AND ICE REMOVAL      | 327,061.00        | .00                  | 327,061.00        | 27,255.00                     | .00                 | 272,550.00          | 54,511.00                    | 83               | 267,690.00     |
| Department 483 - ADMIN, ENGIN RECORD KEEPI | 138,700.00        | .00                  | 138,700.00        | 11,558.00                     | .00                 | 115,580.00          | 23,120.00                    | 83               | 122,670.00     |
| Department 484 - FUND TRANSFERS            | 7,600,000.00      | .00                  | 7,600,000.00      | 633,333.00                    | .00                 | 6,333,330.00        | 1,266,670.00                 | 83               | 5,583,333.30   |
| EXPENSE TOTALS                             | \$9,947,196.00    | \$355,071.00         | \$10,302,267.00   | \$916,073.87                  | \$0.00              | \$8,267,638.89      | \$2,034,628.11               | 80%              | \$7,300,871.30 |
| Fund 202 - MAJOR STREET FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 9,344,198.00      | .00                  | 9,344,198.00      | 924,017.74                    | .00                 | 6,513,069.56        | 2,831,128.44                 | 70%              | 6,439,400.16   |
| EXPENSE TOTALS                             | 9,947,196.00      | 355,071.00           | 10,302,267.00     | 916,073.87                    | .00                 | 8,267,638.89        | 2,034,628.11                 | 80%              | 7,300,871.30   |
| Fund 202 - MAJOR STREET FUND Totals        | (\$602,998.00)    | (\$355,071.00)       | (\$958,069.00)    | \$7,943.87                    | \$0.00              | (\$1,754,569.33)    | \$796,500.33                 |                  | (\$861,471.14) |





# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 203 - LOCAL STREET FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 11,149,971.00     | .00                  | 11,149,971.00     | 985,913.42                    | .00                 | 8,815,829.76        | 2,334,141.24                 | 79               | 8,032,865.09   |
| REVENUE TOTALS                             | \$11,149,971.00   | \$0.00               | \$11,149,971.00   | \$985,913.42                  | \$0.00              | \$8,815,829.76      | \$2,334,141.24               | 79%              | \$8,032,865.09 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 448 - STREET LIGHTING           | 137,000.00        | .00                  | 137,000.00        | 11,416.00                     | .00                 | 114,160.00          | 22,840.00                    | 83               | 108,330.00     |
| Department 451 - CONST-STREET AND BRIDGES  | 125,000.00        | .00                  | 125,000.00        | .00                           | .00                 | .00                 | 125,000.00                   | 0                | .00            |
| Department 463 - MAINTENANCE-STREET        | 1,959,694.00      | .00                  | 1,959,694.00      | 255,912.11                    | .00                 | 1,661,006.75        | 298,687.25                   | 85               | 1,502,480.21   |
| Department 475 - MAINTENANCE-TRAFFIC SERV  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 479 - SNOW AND ICE REMOVAL      | 450,169.00        | .00                  | 450,169.00        | 37,514.00                     | .00                 | 375,140.00          | 75,029.00                    | 83               | 374,300.00     |
| Department 483 - ADMIN, ENGIN RECORD KEEPI | 769,870.00        | .00                  | 769,870.00        | 64,154.00                     | .00                 | 641,540.00          | 128,330.00                   | 83               | 591,360.00     |
| Department 484 - FUND TRANSFERS            | 7,800,000.00      | .00                  | 7,800,000.00      | 650,000.00                    | .00                 | 6,500,000.00        | 1,300,000.00                 | 83               | 5,958,330.00   |
| EXPENSE TOTALS                             | \$11,241,733.00   | \$0.00               | \$11,241,733.00   | \$1,018,996.11                | \$0.00              | \$9,291,846.75      | \$1,949,886.25               | 83%              | \$8,534,800.21 |
| Fund 203 - LOCAL STREET FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 11,149,971.00     | .00                  | 11,149,971.00     | 985,913.42                    | .00                 | 8,815,829.76        | 2,334,141.24                 | 79%              | 8,032,865.09   |
| EXPENSE TOTALS                             | 11,241,733.00     | .00                  | 11,241,733.00     | 1,018,996.11                  | .00                 | 9,291,846.75        | 1,949,886.25                 | 83%              | 8,534,800.21   |
| Fund 203 - LOCAL STREET FUND Totals        | (\$91,762.00)     | \$0.00               | (\$91,762.00)     | (\$33,082.69)                 | \$0.00              | (\$476,016.99)      | \$384,254.99                 |                  | (\$501,935.12) |



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Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 204 - ROAD - SIDEWALK & TREE        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES        | 13,033,702.00     | .00                  | 13,033,702.00     | 668,269.51                    | .00                 | 11,764,055.58       | 1,269,646.42                 | 90               | 11,201,667.00   |
| REVENUE TOTALS                           | \$13,033,702.00   | \$0.00               | \$13,033,702.00   | \$668,269.51                  | \$0.00              | \$11,764,055.58     | \$1,269,646.42               | 90%              | \$11,201,667.00 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 441 - PUBLIC SERV ADMIN       | 33,338.00         | .00                  | 33,338.00         | 2,778.00                      | .00                 | 27,780.00           | 5,558.00                     | 83               | 25,800.00       |
| Department 447 - ENGINEERING             | 2,700,196.00      | 312,990.00           | 3,013,186.00      | 66,011.75                     | .00                 | 1,597,640.64        | 1,415,545.36                 | 53               | 1,564,068.96    |
| Department 463 - MAINTENANCE-STREET      | 10,880,000.00     | 200,856.00           | 11,080,856.00     | 1,071,418.39                  | .00                 | 8,784,847.35        | 2,296,008.65                 | 79               | 7,998,478.26    |
| Department 530 - FORESTRY                | 150,000.00        | 9,855.00             | 159,855.00        | .00                           | .00                 | 90,837.12           | 69,017.88                    | 57               | 186,422.25      |
| EXPENSE TOTALS                           | \$13,763,534.00   | \$523,701.00         | \$14,287,235.00   | \$1,140,208.14                | \$0.00              | \$10,501,105.11     | \$3,786,129.89               | 73%              | \$9,774,769.47  |
| Fund 204 - ROAD - SIDEWALK & TREE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                           | 13,033,702.00     | .00                  | 13,033,702.00     | 668,269.51                    | .00                 | 11,764,055.58       | 1,269,646.42                 | 90%              | 11,201,667.00   |
| EXPENSE TOTALS                           | 13,763,534.00     | 523,701.00           | 14,287,235.00     | 1,140,208.14                  | .00                 | 10,501,105.11       | 3,786,129.89                 | 73%              | 9,774,769.47    |
| Fund 204 - ROAD - SIDEWALK & TREE Totals | (\$729,832.00)    | (\$523,701.00)       | (\$1,253,533.00)  | (\$471,938.63)                | \$0.00              | \$1,262,950.47      | (\$2,516,483.47)             |                  | \$1,426,897.53  |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

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Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 208 - COMMUNITY RECREATION            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 9,239,176.00      | .00                  | 9,239,176.00      | 321,044.92                    | .00                 | 9,240,152.46        | (976.46)                     | 100              | 7,919,553.29   |
| REVENUE TOTALS                             | \$9,239,176.00    | \$0.00               | \$9,239,176.00    | \$321,044.92                  | \$0.00              | \$9,240,152.46      | (\$976.46)                   | 100%             | \$7,919,553.29 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 755 - RECREATION CENTER         | 7,557,580.00      | 504,222.00           | 8,061,802.00      | 526,989.38                    | 305,525.40          | 6,504,053.35        | 1,252,223.25                 | 84               | 5,782,293.26   |
| Department 756 - OTHER RECREATION          | 172,100.00        | 398,898.00           | 570,998.00        | 2,684.50                      | 28,428.01           | 334,129.18          | 208,440.81                   | 63               | 80,633.25      |
| Department 757 - ICE RINK                  | 390,446.00        | .00                  | 390,446.00        | .00                           | .00                 | 363,630.16          | 26,815.84                    | 93               | 358,307.88     |
| Department 776 - SPECIAL EVENTS            | 168,611.00        | .00                  | 168,611.00        | 844.83                        | .00                 | 123,959.24          | 44,651.76                    | 74               | 126,223.04     |
| Department 795 - SWIMMING POOL - BOTSFORD  | 165,492.00        | 43,665.00            | 209,157.00        | 1,539.03                      | 6,113.85            | 107,809.64          | 95,233.51                    | 54               | 83,288.73      |
| Department 796 - SWIMMING POOL - CLEMENT C | 551,775.00        | (217,560.00)         | 334,215.00        | 10,373.60                     | 9,100.00            | 180,807.83          | 144,307.17                   | 57               | 115,411.85     |
| Department 797 - SWIMMING POOL - SHELDON   | 97,736.00         | .00                  | 97,736.00         | 2,948.80                      | 6,005.90            | 44,917.00           | 46,813.10                    | 52               | 27,041.27      |
| EXPENSE TOTALS                             | \$9,103,740.00    | \$729,225.00         | \$9,832,965.00    | \$545,380.14                  | \$355,173.16        | \$7,659,306.40      | \$1,818,485.44               | 82%              | \$6,573,199.28 |
| Fund 208 - COMMUNITY RECREATION Totals     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 9,239,176.00      | .00                  | 9,239,176.00      | 321,044.92                    | .00                 | 9,240,152.46        | (976.46)                     | 100%             | 7,919,553.29   |
| EXPENSE TOTALS                             | 9,103,740.00      | 729,225.00           | 9,832,965.00      | 545,380.14                    | 355,173.16          | 7,659,306.40        | 1,818,485.44                 | 82%              | 6,573,199.28   |
| Fund 208 - COMMUNITY RECREATION Totals     | \$135,436.00      | (\$729,225.00)       | (\$593,789.00)    | (\$224,335.22)                | (\$355,173.16)      | \$1,580,846.06      | (\$1,819,461.90)             |                  | \$1,346,354.01 |



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| Organization                         | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 211 - DESIGNATED PURPOSE        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 150,000.00        | .00                  | 150,000.00        | 25,157.62                     | .00                 | 137,047.32          | 12,952.68                    | 91               | 97,846.20      |
| REVENUE TOTALS                       | \$150,000.00      | \$0.00               | \$150,000.00      | \$25,157.62                   | \$0.00              | \$137,047.32        | \$12,952.68                  | 91%              | \$97,846.20    |
| EXPENSE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 180,000.00        | .00                  | 180,000.00        | 9,658.81                      | .00                 | 86,093.65           | 93,906.35                    | 48               | 96,714.74      |
| EXPENSE TOTALS                       | \$180,000.00      | \$0.00               | \$180,000.00      | \$9,658.81                    | \$0.00              | \$86,093.65         | \$93,906.35                  | 48%              | \$96,714.74    |
| Fund 211 - DESIGNATED PURPOSE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                       | 150,000.00        | .00                  | 150,000.00        | 25,157.62                     | .00                 | 137,047.32          | 12,952.68                    | 91%              | 97,846.20      |
| EXPENSE TOTALS                       | 180,000.00        | .00                  | 180,000.00        | 9,658.81                      | .00                 | 86,093.65           | 93,906.35                    | 48%              | 96,714.74      |
| Fund 211 - DESIGNATED PURPOSE Totals | (\$30,000.00)     | \$0.00               | (\$30,000.00)     | \$15,498.81                   | \$0.00              | \$50,953.67         | (\$80,953.67)                |                  | \$1,131.46     |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

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| Organization                         | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 219 - SP ASSESS-LIGHTING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 17,000.00         | .00                  | 17,000.00         | 5,328.90                      | .00                 | 34,912.96           | (17,912.96)                  | 205              | 29,856.58      |
| Department 457 - STREETLIGHTING      | 1,086,610.00      | .00                  | 1,086,610.00      | .00                           | .00                 | 1,086,651.52        | (41.52)                      | 100              | 1,154,117.51   |
| REVENUE TOTALS                       | \$1,103,610.00    | \$0.00               | \$1,103,610.00    | \$5,328.90                    | \$0.00              | \$1,121,564.48      | (\$17,954.48)                | 102%             | \$1,183,974.09 |
| EXPENSE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 457 - STREETLIGHTING      | 1,158,452.00      | .00                  | 1,158,452.00      | 91,497.99                     | .00                 | 925,902.43          | 232,549.57                   | 80               | 844,232.13     |
| EXPENSE TOTALS                       | \$1,158,452.00    | \$0.00               | \$1,158,452.00    | \$91,497.99                   | \$0.00              | \$925,902.43        | \$232,549.57                 | 80%              | \$844,232.13   |
| Fund 219 - SP ASSESS-LIGHTING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                       | 1,103,610.00      | .00                  | 1,103,610.00      | 5,328.90                      | .00                 | 1,121,564.48        | (17,954.48)                  | 102%             | 1,183,974.09   |
| EXPENSE TOTALS                       | 1,158,452.00      | .00                  | 1,158,452.00      | 91,497.99                     | .00                 | 925,902.43          | 232,549.57                   | 80%              | 844,232.13     |
| Fund 219 - SP ASSESS-LIGHTING Totals | (\$54,842.00)     | \$0.00               | (\$54,842.00)     | (\$86,169.09)                 | \$0.00              | \$195,662.05        | (\$250,504.05)               |                  | \$339,741.96   |



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| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 226 - MUNICIPAL REFUSE FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES       | 14,062,303.00     | .00                  | 14,062,303.00     | 83,835.17                     | .00                 | 14,211,691.06       | (149,388.06)                 | 101              | 13,419,867.42   |
| REVENUE TOTALS                          | \$14,062,303.00   | \$0.00               | \$14,062,303.00   | \$83,835.17                   | \$0.00              | \$14,211,691.06     | (\$149,388.06)               | 101%             | \$13,419,867.42 |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 521 - SANITATION             | 1,452,031.00      | .00                  | 1,452,031.00      | 88,513.31                     | 37,389.00           | 990,683.76          | 423,958.24                   | 71               | 880,591.06      |
| Department 528 - PUBLIC SERVICE         | 14,524,078.00     | 4,120,017.00         | 18,644,095.00     | 1,313,439.50                  | 487,737.21          | 10,998,610.38       | 7,157,747.41                 | 62               | 8,854,214.32    |
| Department 529 - ANIMAL CONTROL         | 410,048.00        | .00                  | 410,048.00        | 8,796.04                      | 62,092.80           | 235,972.82          | 111,982.38                   | 73               | 279,777.69      |
| EXPENSE TOTALS                          | \$16,386,157.00   | \$4,120,017.00       | \$20,506,174.00   | \$1,410,748.85                | \$587,219.01        | \$12,225,266.96     | \$7,693,688.03               | 62%              | \$10,014,583.07 |
| Fund 226 - MUNICIPAL REFUSE FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 14,062,303.00     | .00                  | 14,062,303.00     | 83,835.17                     | .00                 | 14,211,691.06       | (149,388.06)                 | 101%             | 13,419,867.42   |
| EXPENSE TOTALS                          | 16,386,157.00     | 4,120,017.00         | 20,506,174.00     | 1,410,748.85                  | 587,219.01          | 12,225,266.96       | 7,693,688.03                 | 62%              | 10,014,583.07   |
| Fund 226 - MUNICIPAL REFUSE FUND Totals | (\$2,323,854.00)  | (\$4,120,017.00)     | (\$6,443,871.00)  | (\$1,326,913.68)              | (\$587,219.01)      | \$1,986,424.10      | (\$7,843,076.09)             |                  | \$3,405,284.35  |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

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Prior Fiscal Year Activity Included

| Organization                                 | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|----------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 242 - LIVONIA BROWNFIELD - LSRRF        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES            | 180,000.00        | .00                  | 180,000.00        | 2,778.90                      | .00                 | 107,518.83          | 72,481.17                    | 60               | 79,362.51      |
| REVENUE TOTALS                               | \$180,000.00      | \$0.00               | \$180,000.00      | \$2,778.90                    | \$0.00              | \$107,518.83        | \$72,481.17                  | 60%              | \$79,362.51    |
| EXPENSE                                      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES            | 38,300.00         | .00                  | 38,300.00         | 2,775.00                      | .00                 | 30,930.00           | 7,370.00                     | 81               | 26,400.00      |
| EXPENSE TOTALS                               | \$38,300.00       | \$0.00               | \$38,300.00       | \$2,775.00                    | \$0.00              | \$30,930.00         | \$7,370.00                   | 81%              | \$26,400.00    |
| Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                               | 180,000.00        | .00                  | 180,000.00        | 2,778.90                      | .00                 | 107,518.83          | 72,481.17                    | 60%              | 79,362.51      |
| EXPENSE TOTALS                               | 38,300.00         | .00                  | 38,300.00         | 2,775.00                      | .00                 | 30,930.00           | 7,370.00                     | 81%              | 26,400.00      |
| Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals | \$141,700.00      | \$0.00               | \$141,700.00      | \$3.90                        | \$0.00              | \$76,588.83         | \$65,111.17                  |                  | \$52,962.51    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                    | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45               | 293,895.84     |
| REVENUE TOTALS                                  | \$1,170,000.00    | \$0.00               | \$1,170,000.00    | \$0.00                        | \$0.00              | \$520,689.87        | \$649,310.13                 | 45%              | \$293,895.84   |
| EXPENSE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45               | 293,895.84     |
| EXPENSE TOTALS                                  | \$1,170,000.00    | \$0.00               | \$1,170,000.00    | \$0.00                        | \$0.00              | \$520,689.87        | \$649,310.13                 | 45%              | \$293,895.84   |
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                  | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45%              | 293,895.84     |
| EXPENSE TOTALS                                  | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45%              | 293,895.84     |
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |





# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 244 - ECONOMIC DEVEL CORP        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 1,000.00          | .00                  | 1,000.00          | 129.00                        | .00                 | 1,175.87            | (175.87)                     | 118              | 838.14         |
| REVENUE TOTALS                        | \$1,000.00        | \$0.00               | \$1,000.00        | \$129.00                      | \$0.00              | \$1,175.87          | (\$175.87)                   | 118%             | \$838.14       |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 107.00            | .00                  | 107.00            | .00                           | .00                 | .00                 | 107.00                       | 0                | .00            |
| EXPENSE TOTALS                        | \$107.00          | \$0.00               | \$107.00          | \$0.00                        | \$0.00              | \$0.00              | \$107.00                     | 0%               | \$0.00         |
| Fund 244 - ECONOMIC DEVEL CORP Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 1,000.00          | .00                  | 1,000.00          | 129.00                        | .00                 | 1,175.87            | (175.87)                     | 118%             | 838.14         |
| EXPENSE TOTALS                        | 107.00            | .00                  | 107.00            | .00                           | .00                 | .00                 | 107.00                       | 0%               | .00            |
| Fund 244 - ECONOMIC DEVEL CORP Totals | \$893.00          | \$0.00               | \$893.00          | \$129.00                      | \$0.00              | \$1,175.87          | (\$282.87)                   |                  | \$838.14       |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

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| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 248 - PLYMOUTH RD DEV AUTHORITY        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 799,117.00        | .00                  | 799,117.00        | 365.72                        | .00                 | 897,237.27          | (98,120.27)                  | 112              | 803,013.00     |
| REVENUE TOTALS                              | \$799,117.00      | \$0.00               | \$799,117.00      | \$365.72                      | \$0.00              | \$897,237.27        | (\$98,120.27)                | 112%             | \$803,013.00   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 842,524.00        | .00                  | 842,524.00        | 55,061.86                     | .00                 | 497,538.75          | 344,985.25                   | 59               | 253,359.71     |
| EXPENSE TOTALS                              | \$842,524.00      | \$0.00               | \$842,524.00      | \$55,061.86                   | \$0.00              | \$497,538.75        | \$344,985.25                 | 59%              | \$253,359.71   |
| Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 799,117.00        | .00                  | 799,117.00        | 365.72                        | .00                 | 897,237.27          | (98,120.27)                  | 112%             | 803,013.00     |
| EXPENSE TOTALS                              | 842,524.00        | .00                  | 842,524.00        | 55,061.86                     | .00                 | 497,538.75          | 344,985.25                   | 59%              | 253,359.71     |
| Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals | (\$43,407.00)     | \$0.00               | (\$43,407.00)     | (\$54,696.14)                 | \$0.00              | \$399,698.52        | (\$443,105.52)               |                  | \$549,653.29   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund <b>260 - MIDC GRANT</b>             |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b> | 362,299.00        | 204,190.00           | 566,489.00        | .00                           | .00                 | 295,702.32          | 270,786.68                   | 52               | 418,643.64     |
| REVENUE TOTALS                           | \$362,299.00      | \$204,190.00         | \$566,489.00      | \$0.00                        | \$0.00              | \$295,702.32        | \$270,786.68                 | 52%              | \$418,643.64   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b> | 362,299.00        | 204,190.00           | 566,489.00        | 37,984.00                     | .00                 | 297,148.68          | 269,340.32                   | 52               | 214,453.34     |
| EXPENSE TOTALS                           | \$362,299.00      | \$204,190.00         | \$566,489.00      | \$37,984.00                   | \$0.00              | \$297,148.68        | \$269,340.32                 | 52%              | \$214,453.34   |
| Fund <b>260 - MIDC GRANT</b> Totals      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 362,299.00        | 204,190.00           | 566,489.00        | .00                           | .00                 | 295,702.32          | 270,786.68                   | 52%              | 418,643.64     |
| EXPENSE TOTALS                           | 362,299.00        | 204,190.00           | 566,489.00        | 37,984.00                     | .00                 | 297,148.68          | 269,340.32                   | 52%              | 214,453.34     |
| Fund <b>260 - MIDC GRANT</b> Totals      | \$0.00            | \$0.00               | \$0.00            | (\$37,984.00)                 | \$0.00              | (\$1,446.36)        | \$1,446.36                   |                  | \$204,190.30   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

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| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 261 - PUB. SAFETY COMMUNICATION        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 623,000.00        | .00                  | 623,000.00        | 46,531.03                     | .00                 | 633,736.66          | (10,736.66)                  | 102              | 611,990.32     |
| REVENUE TOTALS                              | \$623,000.00      | \$0.00               | \$623,000.00      | \$46,531.03                   | \$0.00              | \$633,736.66        | (\$10,736.66)                | 102%             | \$611,990.32   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 1,258,000.00      | 2,314,579.00         | 3,572,579.00      | 1,238.63                      | 57,339.29           | 2,356,811.97        | 1,158,427.74                 | 68               | 114,489.91     |
| EXPENSE TOTALS                              | \$1,258,000.00    | \$2,314,579.00       | \$3,572,579.00    | \$1,238.63                    | \$57,339.29         | \$2,356,811.97      | \$1,158,427.74               | 68%              | \$114,489.91   |
| Fund 261 - PUB. SAFETY COMMUNICATION Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 623,000.00        | .00                  | 623,000.00        | 46,531.03                     | .00                 | 633,736.66          | (10,736.66)                  | 102%             | 611,990.32     |
| EXPENSE TOTALS                              | 1,258,000.00      | 2,314,579.00         | 3,572,579.00      | 1,238.63                      | 57,339.29           | 2,356,811.97        | 1,158,427.74                 | 68%              | 114,489.91     |
| Fund 261 - PUB. SAFETY COMMUNICATION Totals | (\$635,000.00)    | (\$2,314,579.00)     | (\$2,949,579.00)  | \$45,292.40                   | (\$57,339.29)       | (\$1,723,075.31)    | (\$1,169,164.40)             |                  | \$497,500.41   |



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| Organization                                    | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 262 - ADJUDICATED FORFEITURES              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 297,500.00        | .00                  | 297,500.00        | 32,479.59                     | .00                 | 253,666.79          | 43,833.21                    | 85               | 281,070.22     |
| REVENUE TOTALS                                  | \$297,500.00      | \$0.00               | \$297,500.00      | \$32,479.59                   | \$0.00              | \$253,666.79        | \$43,833.21                  | 85%              | \$281,070.22   |
| EXPENSE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 333 - STATE/LOCAL FORFEITURE EX      | 1,199,527.00      | .00                  | 1,199,527.00      | 1,825.74                      | .00                 | 7,586.95            | 1,191,940.05                 | 1                | 47,366.20      |
| Department 334 - FEDERAL FORFEITURE EXP         | 53,750.00         | 36,004.00            | 89,754.00         | .00                           | .00                 | 36,864.33           | 52,889.67                    | 41               | 959.95         |
| Department 335 - CONTINUING CRIMINAL ENTERPRISE | 212,500.00        | .00                  | 212,500.00        | .00                           | .00                 | .00                 | 212,500.00                   | 0                | .00            |
| EXPENSE TOTALS                                  | \$1,465,777.00    | \$36,004.00          | \$1,501,781.00    | \$1,825.74                    | \$0.00              | \$44,451.28         | \$1,457,329.72               | 3%               | \$48,326.15    |
| Fund 262 - ADJUDICATED FORFEITURES Totals       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                  | 297,500.00        | .00                  | 297,500.00        | 32,479.59                     | .00                 | 253,666.79          | 43,833.21                    | 85%              | 281,070.22     |
| EXPENSE TOTALS                                  | 1,465,777.00      | 36,004.00            | 1,501,781.00      | 1,825.74                      | .00                 | 44,451.28           | 1,457,329.72                 | 3%               | 48,326.15      |
| Fund 262 - ADJUDICATED FORFEITURES Totals       | (\$1,168,277.00)  | (\$36,004.00)        | (\$1,204,281.00)  | \$30,653.85                   | \$0.00              | \$209,215.51        | (\$1,413,496.51)             |                  | \$232,744.07   |



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| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 270 - HISTORICAL COMMISSION        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 107,700.00        | .00                  | 107,700.00        | 33,662.67                     | .00                 | 206,170.44          | (98,470.44)                  | 191              | 157,746.67     |
| REVENUE TOTALS                          | \$107,700.00      | \$0.00               | \$107,700.00      | \$33,662.67                   | \$0.00              | \$206,170.44        | (\$98,470.44)                | 191%             | \$157,746.67   |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 106,000.00        | .00                  | 106,000.00        | 7,512.45                      | 9,120.00            | 30,242.00           | 66,638.00                    | 37               | 171,051.49     |
| EXPENSE TOTALS                          | \$106,000.00      | \$0.00               | \$106,000.00      | \$7,512.45                    | \$9,120.00          | \$30,242.00         | \$66,638.00                  | 37%              | \$171,051.49   |
| Fund 270 - HISTORICAL COMMISSION Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                          | 107,700.00        | .00                  | 107,700.00        | 33,662.67                     | .00                 | 206,170.44          | (98,470.44)                  | 191%             | 157,746.67     |
| EXPENSE TOTALS                          | 106,000.00        | .00                  | 106,000.00        | 7,512.45                      | 9,120.00            | 30,242.00           | 66,638.00                    | 37%              | 171,051.49     |
| Fund 270 - HISTORICAL COMMISSION Totals | \$1,700.00        | \$0.00               | \$1,700.00        | \$26,150.22                   | (\$9,120.00)        | \$175,928.44        | (\$165,108.44)               |                  | (\$13,304.82)  |



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Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 271 - LIBRARY FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 5,028,550.00      | .00                  | 5,028,550.00      | 42,975.95                     | .00                 | 5,039,845.68        | (11,295.68)                  | 100              | 4,832,247.07   |
| REVENUE TOTALS                        | \$5,028,550.00    | \$0.00               | \$5,028,550.00    | \$42,975.95                   | \$0.00              | \$5,039,845.68      | (\$11,295.68)                | 100%             | \$4,832,247.07 |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 778 - CIVIC CENTER LIBRARY | 4,427,071.00      | 1,482,236.00         | 5,909,307.00      | 367,619.28                    | 3,814.19            | 2,915,156.71        | 2,990,336.10                 | 49               | 2,610,520.75   |
| Department 779 - NOBLE LIBRARY        | 15,000.00         | (6,500.00)           | 8,500.00          | 618.69                        | .00                 | 4,056.08            | 4,443.92                     | 48               | 3,220.89       |
| Department 780 - SANDBURG LIBRARY     | 1,055,083.00      | 34,691.00            | 1,089,774.00      | 50,630.26                     | .00                 | 558,304.03          | 531,469.97                   | 51               | 565,230.98     |
| EXPENSE TOTALS                        | \$5,497,154.00    | \$1,510,427.00       | \$7,007,581.00    | \$418,868.23                  | \$3,814.19          | \$3,477,516.82      | \$3,526,249.99               | 50%              | \$3,178,972.62 |
| Fund 271 - LIBRARY FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 5,028,550.00      | .00                  | 5,028,550.00      | 42,975.95                     | .00                 | 5,039,845.68        | (11,295.68)                  | 100%             | 4,832,247.07   |
| EXPENSE TOTALS                        | 5,497,154.00      | 1,510,427.00         | 7,007,581.00      | 418,868.23                    | 3,814.19            | 3,477,516.82        | 3,526,249.99                 | 50%              | 3,178,972.62   |
| Fund 271 - LIBRARY FUND Totals        | (\$468,604.00)    | (\$1,510,427.00)     | (\$1,979,031.00)  | (\$375,892.28)                | (\$3,814.19)        | \$1,562,328.86      | (\$3,537,545.67)             |                  | \$1,653,274.45 |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                           | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 272 - ARTS COMMISSION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES      | 6,000.00          | .00                  | 6,000.00          | 389.62                        | .00                 | 7,192.42            | (1,192.42)                   | 120              | 5,391.53       |
| REVENUE TOTALS                         | \$6,000.00        | \$0.00               | \$6,000.00        | \$389.62                      | \$0.00              | \$7,192.42          | (\$1,192.42)                 | 120%             | \$5,391.53     |
| EXPENSE                                |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES      | 17,700.00         | .00                  | 17,700.00         | 2,625.00                      | .00                 | 8,223.31            | 9,476.69                     | 46               | 5,762.92       |
| EXPENSE TOTALS                         | \$17,700.00       | \$0.00               | \$17,700.00       | \$2,625.00                    | \$0.00              | \$8,223.31          | \$9,476.69                   | 46%              | \$5,762.92     |
| Fund 272 - ARTS COMMISSION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                         | 6,000.00          | .00                  | 6,000.00          | 389.62                        | .00                 | 7,192.42            | (1,192.42)                   | 120%             | 5,391.53       |
| EXPENSE TOTALS                         | 17,700.00         | .00                  | 17,700.00         | 2,625.00                      | .00                 | 8,223.31            | 9,476.69                     | 46%              | 5,762.92       |
| Fund 272 - ARTS COMMISSION FUND Totals | (\$11,700.00)     | \$0.00               | (\$11,700.00)     | (\$2,235.38)                  | \$0.00              | (\$1,030.89)        | (\$10,669.11)                |                  | (\$371.39)     |





# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 284 - OPIOID SETTLEMENT FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 105,153.00        | .00                  | 105,153.00        | 31,329.52                     | .00                 | 467,852.98          | (362,699.98)                 | 445              | 73,097.12      |
| REVENUE TOTALS                           | \$105,153.00      | \$0.00               | \$105,153.00      | \$31,329.52                   | \$0.00              | \$467,852.98        | (\$362,699.98)               | 445%             | \$73,097.12    |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 100,765.00        | 100,000.00           | 200,765.00        | 8,806.00                      | .00                 | 88,321.80           | 112,443.20                   | 44               | .00            |
| EXPENSE TOTALS                           | \$100,765.00      | \$100,000.00         | \$200,765.00      | \$8,806.00                    | \$0.00              | \$88,321.80         | \$112,443.20                 | 44%              | \$0.00         |
| Fund 284 - OPIOID SETTLEMENT FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 105,153.00        | .00                  | 105,153.00        | 31,329.52                     | .00                 | 467,852.98          | (362,699.98)                 | 445%             | 73,097.12      |
| EXPENSE TOTALS                           | 100,765.00        | 100,000.00           | 200,765.00        | 8,806.00                      | .00                 | 88,321.80           | 112,443.20                   | 44%              | .00            |
| Fund 284 - OPIOID SETTLEMENT FUND Totals | \$4,388.00        | (\$100,000.00)       | (\$95,612.00)     | \$22,523.52                   | \$0.00              | \$379,531.18        | (\$475,143.18)               |                  | \$73,097.12    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 286 - TRANSIT & CAPITAL IMPR        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 2,776,240.00      | .00                  | 2,776,240.00      | (2.40)                        | .00                 | 2,772,355.27        | 3,884.73                     | 100              | 2,647,242.31   |
| REVENUE TOTALS                           | \$2,776,240.00    | \$0.00               | \$2,776,240.00    | (\$2.40)                      | \$0.00              | \$2,772,355.27      | \$3,884.73                   | 100%             | \$2,647,242.31 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,776,240.00        | .00                          | 100              | 2,608,950.00   |
| EXPENSE TOTALS                           | \$2,776,240.00    | \$0.00               | \$2,776,240.00    | \$0.00                        | \$0.00              | \$2,776,240.00      | \$0.00                       | 100%             | \$2,608,950.00 |
| Fund 286 - TRANSIT & CAPITAL IMPR Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 2,776,240.00      | .00                  | 2,776,240.00      | (2.40)                        | .00                 | 2,772,355.27        | 3,884.73                     | 100%             | 2,647,242.31   |
| EXPENSE TOTALS                           | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,776,240.00        | .00                          | 100%             | 2,608,950.00   |
| Fund 286 - TRANSIT & CAPITAL IMPR Totals | \$0.00            | \$0.00               | \$0.00            | (\$2.40)                      | \$0.00              | (\$3,884.73)        | \$3,884.73                   |                  | \$38,292.31    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 288 - COMMUNITY TRANSIT PROGRAM        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 716,445.00        | .00                  | 716,445.00        | 10,196.38                     | .00                 | 608,827.22          | 107,617.78                   | 85               | 740,005.78     |
| REVENUE TOTALS                              | \$716,445.00      | \$0.00               | \$716,445.00      | \$10,196.38                   | \$0.00              | \$608,827.22        | \$107,617.78                 | 85%              | \$740,005.78   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 606 - COMM TRANSIT DISPATCHERS   | 109,938.00        | .00                  | 109,938.00        | 6,867.22                      | .00                 | 81,294.85           | 28,643.15                    | 74               | 81,123.36      |
| Department 607 - COMMUNITY TRANSIT ADMIN    | 166,398.00        | 59,205.00            | 225,603.00        | 13,089.36                     | .00                 | 168,964.29          | 56,638.71                    | 75               | 118,561.68     |
| Department 608 - COMMUNITY TRANSIT          | 977,513.00        | (8,805.00)           | 968,708.00        | 41,123.11                     | 107,610.35          | 453,453.52          | 407,644.13                   | 58               | 476,680.91     |
| EXPENSE TOTALS                              | \$1,253,849.00    | \$50,400.00          | \$1,304,249.00    | \$61,079.69                   | \$107,610.35        | \$703,712.66        | \$492,925.99                 | 62%              | \$676,365.95   |
| Fund 288 - COMMUNITY TRANSIT PROGRAM Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 716,445.00        | .00                  | 716,445.00        | 10,196.38                     | .00                 | 608,827.22          | 107,617.78                   | 85%              | 740,005.78     |
| EXPENSE TOTALS                              | 1,253,849.00      | 50,400.00            | 1,304,249.00      | 61,079.69                     | 107,610.35          | 703,712.66          | 492,925.99                   | 62%              | 676,365.95     |
| Fund 288 - COMMUNITY TRANSIT PROGRAM Totals | (\$537,404.00)    | (\$50,400.00)        | (\$587,804.00)    | (\$50,883.31)                 | (\$107,610.35)      | (\$94,885.44)       | (\$385,308.21)               |                  | \$63,639.83    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 297 - CABLE TELEVISION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 378,200.00        | .00                  | 378,200.00        | 1,498.08                      | .00                 | 251,934.04          | 126,265.96                   | 67               | 288,088.94     |
| REVENUE TOTALS                          | \$378,200.00      | \$0.00               | \$378,200.00      | \$1,498.08                    | \$0.00              | \$251,934.04        | \$126,265.96                 | 67%              | \$288,088.94   |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 806 - CABLE TELEVISION       | 569,659.00        | .00                  | 569,659.00        | 37,421.61                     | .00                 | 421,649.30          | 148,009.70                   | 74               | 411,257.30     |
| EXPENSE TOTALS                          | \$569,659.00      | \$0.00               | \$569,659.00      | \$37,421.61                   | \$0.00              | \$421,649.30        | \$148,009.70                 | 74%              | \$411,257.30   |
| Fund 297 - CABLE TELEVISION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                          | 378,200.00        | .00                  | 378,200.00        | 1,498.08                      | .00                 | 251,934.04          | 126,265.96                   | 67%              | 288,088.94     |
| EXPENSE TOTALS                          | 569,659.00        | .00                  | 569,659.00        | 37,421.61                     | .00                 | 421,649.30          | 148,009.70                   | 74%              | 411,257.30     |
| Fund 297 - CABLE TELEVISION FUND Totals | (\$191,459.00)    | \$0.00               | (\$191,459.00)    | (\$35,923.53)                 | \$0.00              | (\$169,715.26)      | (\$21,743.74)                |                  | (\$123,168.36) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 372 - D/S 2015 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 181,984.00        | .00                  | 181,984.00        | .00                           | .00                 | 179,822.50          | 2,161.50                     | 99               | 176,922.00     |
| REVENUE TOTALS                           | \$181,984.00      | \$0.00               | \$181,984.00      | \$0.00                        | \$0.00              | \$179,822.50        | \$2,161.50                   | 99%              | \$176,922.00   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 181,984.00        | .00                  | 181,984.00        | .00                           | .00                 | 179,822.50          | 2,161.50                     | 99               | 176,922.00     |
| EXPENSE TOTALS                           | \$181,984.00      | \$0.00               | \$181,984.00      | \$0.00                        | \$0.00              | \$179,822.50        | \$2,161.50                   | 99%              | \$176,922.00   |
| Fund 372 - D/S 2015 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 181,984.00        | .00                  | 181,984.00        | .00                           | .00                 | 179,822.50          | 2,161.50                     | 99%              | 176,922.00     |
| EXPENSE TOTALS                           | 181,984.00        | .00                  | 181,984.00        | .00                           | .00                 | 179,822.50          | 2,161.50                     | 99%              | 176,922.00     |
| Fund 372 - D/S 2015 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

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Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 373 - D/S 2016 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85               | 458,000.00     |
| REVENUE TOTALS                           | \$548,600.00      | \$0.00               | \$548,600.00      | \$0.00                        | \$0.00              | \$465,800.00        | \$82,800.00                  | 85%              | \$458,000.00   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85               | 458,000.00     |
| EXPENSE TOTALS                           | \$548,600.00      | \$0.00               | \$548,600.00      | \$0.00                        | \$0.00              | \$465,800.00        | \$82,800.00                  | 85%              | \$458,000.00   |
| Fund 373 - D/S 2016 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85%              | 458,000.00     |
| EXPENSE TOTALS                           | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85%              | 458,000.00     |
| Fund 373 - D/S 2016 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



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Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 374 - D/S 2017 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 1,994,850.00      | .00                  | 1,994,850.00      | .00                           | .00                 | 1,758,925.00        | 235,925.00                   | 88               | 1,735,750.00   |
| REVENUE TOTALS                           | \$1,994,850.00    | \$0.00               | \$1,994,850.00    | \$0.00                        | \$0.00              | \$1,758,925.00      | \$235,925.00                 | 88%              | \$1,735,750.00 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 1,994,850.00      | .00                  | 1,994,850.00      | .00                           | .00                 | 1,758,925.00        | 235,925.00                   | 88               | 1,735,750.00   |
| EXPENSE TOTALS                           | \$1,994,850.00    | \$0.00               | \$1,994,850.00    | \$0.00                        | \$0.00              | \$1,758,925.00      | \$235,925.00                 | 88%              | \$1,735,750.00 |
| Fund 374 - D/S 2017 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 1,994,850.00      | .00                  | 1,994,850.00      | .00                           | .00                 | 1,758,925.00        | 235,925.00                   | 88%              | 1,735,750.00   |
| EXPENSE TOTALS                           | 1,994,850.00      | .00                  | 1,994,850.00      | .00                           | .00                 | 1,758,925.00        | 235,925.00                   | 88%              | 1,735,750.00   |
| Fund 374 - D/S 2017 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



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Prior Fiscal Year Activity Included

| Organization                       | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD   |
|------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 401 - CAPITAL PROJECTS        |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| REVENUE                            |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| Department 000 - ACCOUNT BALANCES  | 2,672,240.00      | .00                  | 2,672,240.00      | 43,989.93                     | .00                 | 2,773,360.13        | (101,120.13)                 | 104              | 3,386,255.91     |
| REVENUE TOTALS                     | \$2,672,240.00    | \$0.00               | \$2,672,240.00    | \$43,989.93                   | \$0.00              | \$2,773,360.13      | (\$101,120.13)               | 104%             | \$3,386,255.91   |
| EXPENSE                            |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| Department 000 - ACCOUNT BALANCES  | 3,755,000.00      | 6,571,399.00         | 10,326,399.00     | 184,128.51                    | 1,187,033.97        | 3,555,208.15        | 5,584,156.88                 | 46               | 4,556,442.10     |
| EXPENSE TOTALS                     | \$3,755,000.00    | \$6,571,399.00       | \$10,326,399.00   | \$184,128.51                  | \$1,187,033.97      | \$3,555,208.15      | \$5,584,156.88               | 46%              | \$4,556,442.10   |
| Fund 401 - CAPITAL PROJECTS Totals |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| REVENUE TOTALS                     | 2,672,240.00      | .00                  | 2,672,240.00      | 43,989.93                     | .00                 | 2,773,360.13        | (101,120.13)                 | 104%             | 3,386,255.91     |
| EXPENSE TOTALS                     | 3,755,000.00      | 6,571,399.00         | 10,326,399.00     | 184,128.51                    | 1,187,033.97        | 3,555,208.15        | 5,584,156.88                 | 46%              | 4,556,442.10     |
| Fund 401 - CAPITAL PROJECTS Totals | (\$1,082,760.00)  | (\$6,571,399.00)     | (\$7,654,159.00)  | (\$140,138.58)                | (\$1,187,033.97)    | (\$781,848.02)      | (\$5,685,277.01)             |                  | (\$1,170,186.19) |





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| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 409 - GOLF COURSE CAPITAL IMPR        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 461,000.00        | .00                  | 461,000.00        | 51,230.48                     | .00                 | 528,857.83          | (67,857.83)                  | 115              | 135,031.45     |
| REVENUE TOTALS                             | \$461,000.00      | \$0.00               | \$461,000.00      | \$51,230.48                   | \$0.00              | \$528,857.83        | (\$67,857.83)                | 115%             | \$135,031.45   |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 335,234.00        | .00                  | 335,234.00        | 50,703.39                     | 145,628.95          | 92,853.17           | 96,751.88                    | 71               | 91,201.49      |
| EXPENSE TOTALS                             | \$335,234.00      | \$0.00               | \$335,234.00      | \$50,703.39                   | \$145,628.95        | \$92,853.17         | \$96,751.88                  | 71%              | \$91,201.49    |
| Fund 409 - GOLF COURSE CAPITAL IMPR Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 461,000.00        | .00                  | 461,000.00        | 51,230.48                     | .00                 | 528,857.83          | (67,857.83)                  | 115%             | 135,031.45     |
| EXPENSE TOTALS                             | 335,234.00        | .00                  | 335,234.00        | 50,703.39                     | 145,628.95          | 92,853.17           | 96,751.88                    | 71%              | 91,201.49      |
| Fund 409 - GOLF COURSE CAPITAL IMPR Totals | \$125,766.00      | \$0.00               | \$125,766.00      | \$527.09                      | (\$145,628.95)      | \$436,004.66        | (\$164,609.71)               |                  | \$43,829.96    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 418 - BUILDING IMPROVEMENT FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 330,000.00        | 1,000,000.00         | 1,330,000.00      | 53,931.58                     | .00                 | 493,395.28          | 836,604.72                   | 37               | 315,310.57     |
| REVENUE TOTALS                              | \$330,000.00      | \$1,000,000.00       | \$1,330,000.00    | \$53,931.58                   | \$0.00              | \$493,395.28        | \$836,604.72                 | 37%              | \$315,310.57   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 150,000.00        | 5,535,000.00         | 5,685,000.00      | 45,083.08                     | .00                 | 96,771.39           | 5,588,228.61                 | 2                | 28,849.04      |
| EXPENSE TOTALS                              | \$150,000.00      | \$5,535,000.00       | \$5,685,000.00    | \$45,083.08                   | \$0.00              | \$96,771.39         | \$5,588,228.61               | 2%               | \$28,849.04    |
| Fund 418 - BUILDING IMPROVEMENT FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 330,000.00        | 1,000,000.00         | 1,330,000.00      | 53,931.58                     | .00                 | 493,395.28          | 836,604.72                   | 37%              | 315,310.57     |
| EXPENSE TOTALS                              | 150,000.00        | 5,535,000.00         | 5,685,000.00      | 45,083.08                     | .00                 | 96,771.39           | 5,588,228.61                 | 2%               | 28,849.04      |
| Fund 418 - BUILDING IMPROVEMENT FUND Totals | \$180,000.00      | (\$4,535,000.00)     | (\$4,355,000.00)  | \$8,848.50                    | \$0.00              | \$396,623.89        | (\$4,751,623.89)             |                  | \$286,461.53   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                      | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                           |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES                 | 140,000.00        | 1,000,000.00         | 1,140,000.00      | 402,759.23                    | .00                 | 1,222,960.28        | (82,960.28)                  | 107              | 133,827.22     |
| REVENUE TOTALS                                    | \$140,000.00      | \$1,000,000.00       | \$1,140,000.00    | \$402,759.23                  | \$0.00              | \$1,222,960.28      | (\$82,960.28)                | 107%             | \$133,827.22   |
| EXPENSE                                           |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES                 | .00               | 2,214,681.00         | 2,214,681.00      | 83,190.87                     | .00                 | 1,146,950.77        | 1,067,730.23                 | 52               | 53,815.49      |
| EXPENSE TOTALS                                    | \$0.00            | \$2,214,681.00       | \$2,214,681.00    | \$83,190.87                   | \$0.00              | \$1,146,950.77      | \$1,067,730.23               | 52%              | \$53,815.49    |
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                    | 140,000.00        | 1,000,000.00         | 1,140,000.00      | 402,759.23                    | .00                 | 1,222,960.28        | (82,960.28)                  | 107%             | 133,827.22     |
| EXPENSE TOTALS                                    | .00               | 2,214,681.00         | 2,214,681.00      | 83,190.87                     | .00                 | 1,146,950.77        | 1,067,730.23                 | 52%              | 53,815.49      |
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals | \$140,000.00      | (\$1,214,681.00)     | (\$1,074,681.00)  | \$319,568.36                  | \$0.00              | \$76,009.51         | (\$1,150,690.51)             |                  | \$80,011.73    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                                  | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 470 - COURT BUILDING IMPROVEMENTS        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES             | 600,000.00        | .00                  | 600,000.00        | 60,981.57                     | .00                 | 610,599.90          | (10,599.90)                  | 102              | 337,380.58     |
| REVENUE TOTALS                                | \$600,000.00      | \$0.00               | \$600,000.00      | \$60,981.57                   | \$0.00              | \$610,599.90        | (\$10,599.90)                | 102%             | \$337,380.58   |
| EXPENSE                                       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES             | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85               | 458,000.00     |
| EXPENSE TOTALS                                | \$548,600.00      | \$0.00               | \$548,600.00      | \$0.00                        | \$0.00              | \$465,800.00        | \$82,800.00                  | 85%              | \$458,000.00   |
| Fund 470 - COURT BUILDING IMPROVEMENTS Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                | 600,000.00        | .00                  | 600,000.00        | 60,981.57                     | .00                 | 610,599.90          | (10,599.90)                  | 102%             | 337,380.58     |
| EXPENSE TOTALS                                | 548,600.00        | .00                  | 548,600.00        | .00                           | .00                 | 465,800.00          | 82,800.00                    | 85%              | 458,000.00     |
| Fund 470 - COURT BUILDING IMPROVEMENTS Totals | \$51,400.00       | \$0.00               | \$51,400.00       | \$60,981.57                   | \$0.00              | \$144,799.90        | (\$93,399.90)                |                  | (\$120,619.42) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                       | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 536 - NEWBURGH VILLAGE        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES  | 900,200.00        | .00                  | 900,200.00        | 74,165.05                     | .00                 | 731,658.69          | 168,541.31                   | 81               | 745,302.92     |
| REVENUE TOTALS                     | \$900,200.00      | \$0.00               | \$900,200.00      | \$74,165.05                   | \$0.00              | \$731,658.69        | \$168,541.31                 | 81%              | \$745,302.92   |
| EXPENSE                            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 677 - NEWBURGH VILLAGE  | 1,101,864.00      | 183,143.00           | 1,285,007.00      | 48,682.51                     | 8,520.00            | 703,802.66          | 572,684.34                   | 55               | 1,163,535.32   |
| EXPENSE TOTALS                     | \$1,101,864.00    | \$183,143.00         | \$1,285,007.00    | \$48,682.51                   | \$8,520.00          | \$703,802.66        | \$572,684.34                 | 55%              | \$1,163,535.32 |
| Fund 536 - NEWBURGH VILLAGE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                     | 900,200.00        | .00                  | 900,200.00        | 74,165.05                     | .00                 | 731,658.69          | 168,541.31                   | 81%              | 745,302.92     |
| EXPENSE TOTALS                     | 1,101,864.00      | 183,143.00           | 1,285,007.00      | 48,682.51                     | 8,520.00            | 703,802.66          | 572,684.34                   | 55%              | 1,163,535.32   |
| Fund 536 - NEWBURGH VILLAGE Totals | (\$201,664.00)    | (\$183,143.00)       | (\$384,807.00)    | \$25,482.54                   | (\$8,520.00)        | \$27,856.03         | (\$404,143.03)               |                  | (\$418,232.40) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 538 - SILVER VILLAGE FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 750,780.00        | .00                  | 750,780.00        | 67,061.05                     | .00                 | 659,872.00          | 90,908.00                    | 88               | 608,932.75     |
| REVENUE TOTALS                        | \$750,780.00      | \$0.00               | \$750,780.00      | \$67,061.05                   | \$0.00              | \$659,872.00        | \$90,908.00                  | 88%              | \$608,932.75   |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 676 - SILVER VILLAGE       | 724,020.00        | 104,516.00           | 828,536.00        | 73,552.42                     | .00                 | 564,617.41          | 263,918.59                   | 68               | 565,145.07     |
| EXPENSE TOTALS                        | \$724,020.00      | \$104,516.00         | \$828,536.00      | \$73,552.42                   | \$0.00              | \$564,617.41        | \$263,918.59                 | 68%              | \$565,145.07   |
| Fund 538 - SILVER VILLAGE FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 750,780.00        | .00                  | 750,780.00        | 67,061.05                     | .00                 | 659,872.00          | 90,908.00                    | 88%              | 608,932.75     |
| EXPENSE TOTALS                        | 724,020.00        | 104,516.00           | 828,536.00        | 73,552.42                     | .00                 | 564,617.41          | 263,918.59                   | 68%              | 565,145.07     |
| Fund 538 - SILVER VILLAGE FUND Totals | \$26,760.00       | (\$104,516.00)       | (\$77,756.00)     | (\$6,491.37)                  | \$0.00              | \$95,254.59         | (\$173,010.59)               |                  | \$43,787.68    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund <b>584 - GOLF COURSE FUND</b>         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b>   | 2,289,051.00      | .00                  | 2,289,051.00      | 324,501.77                    | .00                 | 2,325,884.35        | (36,833.35)                  | 102              | 2,136,033.23   |
| REVENUE TOTALS                             | \$2,289,051.00    | \$0.00               | \$2,289,051.00    | \$324,501.77                  | \$0.00              | \$2,325,884.35      | (\$36,833.35)                | 102%             | \$2,136,033.23 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b>   | 250,000.00        | .00                  | 250,000.00        | .00                           | .00                 | 250,000.00          | .00                          | 100              | .00            |
| Department <b>773 - WHISPERING WILLOWS</b> | 790,311.00        | 10,549.00            | 800,860.00        | 71,372.09                     | .00                 | 648,201.07          | 152,658.93                   | 81               | 623,289.08     |
| Department <b>774 - IDYL WYLD</b>          | 645,211.00        | 13,832.00            | 659,043.00        | 58,804.07                     | .00                 | 542,604.29          | 116,438.71                   | 82               | 548,931.67     |
| Department <b>775 - FOX CREEK</b>          | 810,581.00        | (24,381.00)          | 786,200.00        | 61,515.19                     | .00                 | 627,855.30          | 158,344.70                   | 80               | 935,005.56     |
| EXPENSE TOTALS                             | \$2,496,103.00    | \$0.00               | \$2,496,103.00    | \$191,691.35                  | \$0.00              | \$2,068,660.66      | \$427,442.34                 | 83%              | \$2,107,226.31 |
| Fund <b>584 - GOLF COURSE FUND</b> Totals  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 2,289,051.00      | .00                  | 2,289,051.00      | 324,501.77                    | .00                 | 2,325,884.35        | (36,833.35)                  | 102%             | 2,136,033.23   |
| EXPENSE TOTALS                             | 2,496,103.00      | .00                  | 2,496,103.00      | 191,691.35                    | .00                 | 2,068,660.66        | 427,442.34                   | 83%              | 2,107,226.31   |
| Fund <b>584 - GOLF COURSE FUND</b> Totals  | (\$207,052.00)    | \$0.00               | (\$207,052.00)    | \$132,810.42                  | \$0.00              | \$257,223.69        | (\$464,275.69)               |                  | \$28,806.92    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY -

## 09/30/2024

Through 09/30/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 592 - WATER AND SEWER FUND         |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES       | 45,909,967.00     | .00                  | 45,909,967.00     | 4,419,550.51                  | .00                 | 39,939,076.11       | 5,970,890.89                 | 87               | 36,986,375.64   |
| Department 558 - W & S FINANCIAL ADMIN  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00             |
| REVENUE TOTALS                          | \$45,909,967.00   | \$0.00               | \$45,909,967.00   | \$4,419,550.51                | \$0.00              | \$39,939,076.11     | \$5,970,890.89               | 87%              | \$36,986,375.64 |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 558 - W & S FINANCIAL ADMIN  | 35,408,704.00     | 25,574.00            | 35,434,278.00     | 3,145,084.13                  | 1,000.00            | 29,241,433.27       | 6,191,844.73                 | 83               | 28,768,044.61   |
| Department 559 - W & S FIELD OPERATIONS | 9,236,819.00      | 2,059,940.00         | 11,296,759.00     | 674,535.30                    | 46,486.75           | 6,399,127.24        | 4,851,145.01                 | 57               | 7,262,204.38    |
| EXPENSE TOTALS                          | \$44,645,523.00   | \$2,085,514.00       | \$46,731,037.00   | \$3,819,619.43                | \$47,486.75         | \$35,640,560.51     | \$11,042,989.74              | 76%              | \$36,030,248.99 |
| Fund 592 - WATER AND SEWER FUND Totals  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 45,909,967.00     | .00                  | 45,909,967.00     | 4,419,550.51                  | .00                 | 39,939,076.11       | 5,970,890.89                 | 87%              | 36,986,375.64   |
| EXPENSE TOTALS                          | 44,645,523.00     | 2,085,514.00         | 46,731,037.00     | 3,819,619.43                  | 47,486.75           | 35,640,560.51       | 11,042,989.74                | 76%              | 36,030,248.99   |
| Fund 592 - WATER AND SEWER FUND Totals  | \$1,264,444.00    | (\$2,085,514.00)     | (\$821,070.00)    | \$599,931.08                  | (\$47,486.75)       | \$4,298,515.60      | (\$5,072,098.85)             |                  | \$956,126.65    |
| Grand Totals                            |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 198,934,308.00    | 2,887,190.00         | 201,821,498.00    | 10,093,589.63                 | .00                 | 179,614,241.33      | 22,207,256.67                | 89%              | 167,774,286.30  |
| EXPENSE TOTALS                          | 205,240,767.00    | 28,624,667.00        | 233,865,434.00    | 15,253,292.56                 | 2,872,216.25        | 158,696,269.84      | 72,296,947.91                | 69%              | 147,874,980.61  |
| Grand Totals                            | (\$6,306,459.00)  | (\$25,737,477.00)    | (\$32,043,936.00) | (\$5,159,702.93)              | (\$2,872,216.25)    | \$20,917,971.49     | (\$50,089,691.24)            |                  | \$19,899,305.69 |





# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 101 - GENERAL FUND                    |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES          | 71,521,472.00     | 683,000.00           | 72,204,472.00     | 2,826,123.44                  | .00                 | 66,882,836.82       | 5,321,635.18                 | 93               | 64,703,211.77   |
| REVENUE TOTALS                             | \$71,521,472.00   | \$683,000.00         | \$72,204,472.00   | \$2,826,123.44                | \$0.00              | \$66,882,836.82     | \$5,321,635.18               | 93%              | \$64,703,211.77 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 101 - CITY COUNCIL              | 334,005.00        | .00                  | 334,005.00        | 23,314.08                     | .00                 | 268,674.01          | 65,330.99                    | 80               | 239,097.23      |
| Department 173 - MAYOR'S OFFICE            | 584,792.00        | .00                  | 584,792.00        | 47,979.73                     | .00                 | 543,479.18          | 41,312.82                    | 93               | 468,800.10      |
| Department 174 - COMMUNICATIONS            | 429,649.00        | .00                  | 429,649.00        | 30,677.63                     | .00                 | 367,335.60          | 62,313.40                    | 85               | 281,245.57      |
| Department 175 - GOVERNMENT AFFAIRS        | 13,801.00         | 94,000.00            | 107,801.00        | 11,346.59                     | .00                 | 82,583.37           | 25,217.63                    | 77               | 16,210.89       |
| Department 191 - ACCOUNTING                | 326,094.00        | .00                  | 326,094.00        | 25,463.73                     | .00                 | 284,750.76          | 41,343.24                    | 87               | 220,480.98      |
| Department 192 - FINANCE DEPARTMENT        | 534,554.00        | (13,000.00)          | 521,554.00        | 46,551.83                     | .00                 | 427,328.41          | 94,225.59                    | 82               | 389,166.62      |
| Department 215 - CITY CLERK                | 633,636.00        | .00                  | 633,636.00        | 42,081.38                     | .00                 | 532,569.87          | 101,066.13                   | 84               | 496,178.47      |
| Department 223 - INDEPENDENT AUDIT         | 54,512.00         | .00                  | 54,512.00         | (1,566.00)                    | .00                 | 73,509.13           | (18,997.13)                  | 135              | 53,091.54       |
| Department 228 - INFORMATION SYSTEMS       | 1,605,679.00      | .00                  | 1,605,679.00      | 98,219.61                     | 6,745.00            | 1,297,434.61        | 301,499.39                   | 81               | 1,137,878.88    |
| Department 236 - ETHICS BOARD              | 550.00            | .00                  | 550.00            | .00                           | .00                 | 109.00              | 441.00                       | 20               | 97.00           |
| Department 247 - BOARD OF REVIEW           | 3,545.00          | .00                  | 3,545.00          | .00                           | .00                 | 3,100.32            | 444.68                       | 87               | 3,100.32        |
| Department 253 - TREASURER                 | 679,921.00        | .00                  | 679,921.00        | 45,413.91                     | 9,315.91            | 536,445.42          | 134,159.67                   | 80               | 516,382.19      |
| Department 257 - ASSESSING                 | 756,439.00        | .00                  | 756,439.00        | 51,630.85                     | 2,929.24            | 626,876.54          | 126,633.22                   | 83               | 571,710.64      |
| Department 261 - UTILITIES AND SUPPLIES    | 546,613.00        | .00                  | 546,613.00        | 50,376.04                     | .00                 | 376,869.51          | 169,743.49                   | 69               | 336,768.52      |
| Department 262 - ELECTION COMMISSION       | 679,174.00        | .00                  | 679,174.00        | (161,976.68)                  | .00                 | 446,951.75          | 232,222.25                   | 66               | 234,083.97      |
| Department 263 - INSURANCE-GENERAL         | 102,452.00        | .00                  | 102,452.00        | (4,378.00)                    | .00                 | 96,786.18           | 5,665.82                     | 94               | 78,286.04       |
| Department 264 - INSURANCE-WORKERS COMP    | 435,194.00        | .00                  | 435,194.00        | 25,249.17                     | .00                 | 590,597.07          | (155,403.07)                 | 136              | 590,843.82      |
| Department 265 - NON DEPARTMENTAL          | 4,000.00          | 2,007,500.00         | 2,011,500.00      | 31,319.07                     | .00                 | 40,118.07           | 1,971,381.93                 | 2                | 2,500.00        |
| Department 266 - LAW DEPARTMENT            | 980,880.00        | .00                  | 980,880.00        | 77,442.30                     | 1,274.53            | 871,836.40          | 107,769.07                   | 89               | 780,584.39      |
| Department 267 - EMPLOYEE BENEFITS CONTROL | 42,000.00         | .00                  | 42,000.00         | 278,177.69                    | .00                 | (87,419.12)         | 129,419.12                   | -208             | 1,344,883.33    |
| Department 268 - NON-DEPT CAPITAL PROJECTS | 5,000.00          | .00                  | 5,000.00          | .00                           | .00                 | 2,846.75            | 2,153.25                     | 57               | .00             |
| Department 269 - CIVIL SERVICE             | 959,897.00        | .00                  | 959,897.00        | 72,358.20                     | .00                 | 771,714.92          | 188,182.08                   | 80               | 665,999.87      |
| Department 270 - TERMINATION PAY           | 2,395,000.00      | (7,500.00)           | 2,387,500.00      | 558,781.03                    | .00                 | 1,257,080.46        | 1,130,419.54                 | 53               | 1,014,678.41    |
| Department 271 - LABOR RELATIONS           | 92,500.00         | .00                  | 92,500.00         | 1,540.00                      | .00                 | 34,032.00           | 58,468.00                    | 37               | 39,373.00       |
| Department 272 - DUES AND SUBSCRIPTIONS    | 58,000.00         | .00                  | 58,000.00         | 12,378.00                     | .00                 | 63,695.00           | (5,695.00)                   | 110              | 44,839.00       |
| Department 286 - 16TH DISTRICT COURT       | 3,502,513.00      | 11,800.00            | 3,514,313.00      | 264,358.16                    | 7,508.81            | 2,957,844.08        | 548,960.11                   | 84               | 2,607,309.31    |
| Department 302 - TRAFFIC BUREAU            | 1,262,039.00      | 12,500.00            | 1,274,539.00      | 113,895.02                    | 854.00              | 1,144,309.79        | 129,375.21                   | 90               | 970,012.42      |
| Department 304 - POLICE ADMINISTRATION     | 3,010,074.00      | (27,500.00)          | 2,982,574.00      | 223,590.27                    | 18,778.00           | 2,431,254.67        | 532,541.33                   | 82               | 2,337,603.77    |
| Department 306 - POLICE DATA PROCESSING    | 999,901.00        | .00                  | 999,901.00        | 114,269.73                    | 3,260.54            | 834,771.06          | 161,869.40                   | 84               | 893,367.11      |
| Department 307 - DETECTIVE BUREAU          | 3,357,544.00      | (9,000.00)           | 3,348,544.00      | 259,096.91                    | .00                 | 2,752,776.50        | 595,767.50                   | 82               | 2,773,470.18    |
| Department 309 - AUTOMOTIVE SERVICE        | 586,150.00        | .00                  | 586,150.00        | 107,304.40                    | .00                 | 337,336.18          | 248,813.82                   | 58               | 525,207.56      |
| Department 310 - POLICE COMMUNICATIONS     | 1,014,332.00      | .00                  | 1,014,332.00      | 66,997.76                     | .00                 | 805,762.04          | 208,569.96                   | 79               | 782,789.62      |
| Department 313 - CROSSING GUARDS           | 81,488.00         | .00                  | 81,488.00         | 7,088.78                      | .00                 | 63,724.53           | 17,763.47                    | 78               | 62,377.91       |
| Department 316 - SCHOOL LIAISON            | 578,567.00        | .00                  | 578,567.00        | 50,847.54                     | .00                 | 543,975.39          | 34,591.61                    | 94               | 489,512.87      |
| Department 318 - OFFICE OF EMERG PREP      | 184,118.00        | .00                  | 184,118.00        | 13,740.63                     | .00                 | 153,818.04          | 30,299.96                    | 84               | 146,073.08      |
| Department 319 - RESERVE POL/SPECIAL EVENT | 407,969.00        | .00                  | 407,969.00        | 34,846.53                     | .00                 | 432,961.17          | (24,992.17)                  | 106              | 383,318.37      |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                   | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 101 - GENERAL FUND                        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| EXPENSE                                        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 325 - POLICE PATROL BUREAU          | 14,764,790.00     | 26,598.00            | 14,791,388.00     | 1,096,171.47                  | 83,631.82           | 12,606,753.63       | 2,101,002.55                 | 86               | 10,506,356.81   |
| Department 329 - INTELLIGENCE BUREAU           | 2,582,175.00      | (2,598.00)           | 2,579,577.00      | 168,402.64                    | 48,529.00           | 2,192,060.77        | 338,987.23                   | 87               | 1,888,977.40    |
| Department 336 - FIRE ADMINISTRATION           | 1,440,863.00      | (11,606.00)          | 1,429,257.00      | 130,329.92                    | .00                 | 1,265,973.85        | 163,283.15                   | 89               | 1,270,026.63    |
| Department 338 - FIRE FIGHTING                 | 14,759,162.00     | .00                  | 14,759,162.00     | 1,080,228.87                  | 36,773.68           | 12,089,551.71       | 2,632,836.61                 | 82               | 11,882,361.61   |
| Department 341 - FIRE PREVENTION               | 865,073.00        | 11,606.00            | 876,679.00        | 75,886.43                     | .00                 | 770,292.96          | 106,386.04                   | 88               | 755,704.96      |
| Department 371 - INSPECTION                    | 2,007,116.00      | .00                  | 2,007,116.00      | 131,388.85                    | .00                 | 1,452,743.57        | 554,372.43                   | 72               | 1,346,011.56    |
| Department 381 - BLDG CODE BD OF APPEALS       | 1,361.00          | .00                  | 1,361.00          | .00                           | .00                 | 60.00               | 1,301.00                     | 4                | 20.00           |
| Department 435 - TRAFFIC COMMISSION            | 2,353.00          | .00                  | 2,353.00          | 172.24                        | .00                 | 1,652.43            | 700.57                       | 70               | 1,679.33        |
| Department 441 - PUBLIC SERV ADMIN             | 85,450.00         | 5,000.00             | 90,450.00         | (11,735.01)                   | .00                 | (90,371.00)         | 180,821.00                   | -100             | (50,320.77)     |
| Department 443 - PUBLIC SERV-EQUIP MAINT       | 108,602.00        | (6,000.00)           | 102,602.00        | (9,735.12)                    | 16,727.05           | (309,003.77)        | 394,878.72                   | -285             | (168,223.18)    |
| Department 447 - ENGINEERING                   | 43,534.00         | .00                  | 43,534.00         | (6,184.72)                    | 2,200.00            | (98,832.33)         | 140,166.33                   | -222             | (74,143.74)     |
| Department 448 - STREET LIGHTING               | 266,328.00        | .00                  | 266,328.00        | 23,845.53                     | .00                 | 251,055.97          | 15,272.03                    | 94               | 263,653.96      |
| Department 463 - MAINTENANCE-STREET            | 600,843.00        | (48,000.00)          | 552,843.00        | (34,266.38)                   | 15,160.00           | 33,902.49           | 503,780.51                   | 9                | 130,584.24      |
| Department 523 - PUBLIC SERV-BLDG MAINT        | 2,026,738.00      | 22,000.00            | 2,048,738.00      | 104,981.92                    | 32,067.68           | 1,569,531.20        | 447,139.12                   | 78               | 1,293,451.23    |
| Department 524 - PARKS                         | 1,726,526.00      | 2,000.00             | 1,728,526.00      | 124,864.32                    | 31,633.96           | 1,372,119.77        | 324,772.27                   | 81               | 1,292,668.57    |
| Department 701 - PLANNING                      | 726,556.00        | (49,500.00)          | 677,056.00        | 48,618.49                     | .00                 | 570,834.02          | 106,221.98                   | 84               | 547,923.92      |
| Department 702 - ZONING BOARD OF APPEALS       | 53,825.00         | (31,500.00)          | 22,325.00         | 2,448.63                      | .00                 | 29,205.89           | (6,880.89)                   | 131              | 9,478.69        |
| Department 752 - RECREATION ADMINISTRATION     | 352,803.00        | .00                  | 352,803.00        | 17,282.32                     | .00                 | 220,732.68          | 132,070.32                   | 63               | 108,133.07      |
| Department 758 - RECREATION FACILITIES         | 54,189.00         | 800.00               | 54,989.00         | 1,692.65                      | .00                 | 38,402.77           | 16,586.23                    | 70               | 52,360.08       |
| Department 759 - RECREATION ATHLETICS          | 144,447.00        | (800.00)             | 143,647.00        | 9,802.27                      | .00                 | 126,581.97          | 17,065.03                    | 88               | 136,675.99      |
| Department 820 - PARKS & REC - SENIOR SERVICES | 564,761.00        | .00                  | 564,761.00        | 45,068.29                     | .00                 | 514,437.65          | 50,323.35                    | 91               | 542,003.67      |
| Department 821 - P&R - GREENMEAD AND CULTURAL  | 1,099,726.00      | .00                  | 1,099,726.00      | 95,280.16                     | 8,810.28            | 883,295.76          | 207,619.96                   | 81               | 898,112.09      |
| EXPENSE TOTALS                                 | \$71,519,803.00   | \$1,986,800.00       | \$73,506,603.00   | \$5,712,959.66                | \$326,199.50        | \$57,458,820.65     | \$15,721,582.85              | 79%              | \$54,130,819.10 |
| Fund 101 - GENERAL FUND Totals                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                                 | 71,521,472.00     | 683,000.00           | 72,204,472.00     | 2,826,123.44                  | .00                 | 66,882,836.82       | 5,321,635.18                 | 93%              | 64,703,211.77   |
| EXPENSE TOTALS                                 | 71,519,803.00     | 1,986,800.00         | 73,506,603.00     | 5,712,959.66                  | 326,199.50          | 57,458,820.65       | 15,721,582.85                | 79%              | 54,130,819.10   |
| Fund 101 - GENERAL FUND Totals                 | \$1,669.00        | (\$1,303,800.00)     | (\$1,302,131.00)  | (\$2,886,836.22)              | (\$326,199.50)      | \$9,424,016.17      | (\$10,399,947.67)            |                  | \$10,572,392.67 |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 202 - MAJOR STREET FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 9,344,198.00      | .00                  | 9,344,198.00      | 759,642.71                    | .00                 | 7,272,712.27        | 2,071,485.73                 | 78               | 7,174,562.09   |
| REVENUE TOTALS                             | \$9,344,198.00    | \$0.00               | \$9,344,198.00    | \$759,642.71                  | \$0.00              | \$7,272,712.27      | \$2,071,485.73               | 78%              | \$7,174,562.09 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 448 - STREET LIGHTING           | 668,359.00        | .00                  | 668,359.00        | 44,500.00                     | .00                 | 623,859.00          | 44,500.00                    | 93               | 570,696.00     |
| Department 451 - CONST-STREET AND BRIDGES  | 60,000.00         | .00                  | 60,000.00         | .00                           | .00                 | .00                 | 60,000.00                    | 0                | .00            |
| Department 463 - MAINTENANCE-STREET        | 1,133,076.00      | 355,071.00           | 1,488,147.00      | 186,838.82                    | .00                 | 1,138,048.00        | 350,099.00                   | 76               | 830,280.83     |
| Department 475 - MAINTENANCE-TRAFFIC SERV  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 478 - MAINT-FREEWAY LIGHTING    | 20,000.00         | .00                  | 20,000.00         | 1,580.49                      | .00                 | 17,191.20           | 2,808.80                     | 86               | 16,392.22      |
| Department 479 - SNOW AND ICE REMOVAL      | 327,061.00        | .00                  | 327,061.00        | 27,255.00                     | .00                 | 299,805.00          | 27,256.00                    | 92               | 294,459.00     |
| Department 483 - ADMIN, ENGIN RECORD KEEPI | 138,700.00        | .00                  | 138,700.00        | 11,558.00                     | .00                 | 127,138.00          | 11,562.00                    | 92               | 134,937.00     |
| Department 484 - FUND TRANSFERS            | 7,600,000.00      | .00                  | 7,600,000.00      | 633,333.00                    | .00                 | 6,966,663.00        | 633,337.00                   | 92               | 6,141,666.63   |
| EXPENSE TOTALS                             | \$9,947,196.00    | \$355,071.00         | \$10,302,267.00   | \$905,065.31                  | \$0.00              | \$9,172,704.20      | \$1,129,562.80               | 89%              | \$7,988,431.68 |
| Fund 202 - MAJOR STREET FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 9,344,198.00      | .00                  | 9,344,198.00      | 759,642.71                    | .00                 | 7,272,712.27        | 2,071,485.73                 | 78%              | 7,174,562.09   |
| EXPENSE TOTALS                             | 9,947,196.00      | 355,071.00           | 10,302,267.00     | 905,065.31                    | .00                 | 9,172,704.20        | 1,129,562.80                 | 89%              | 7,988,431.68   |
| Fund 202 - MAJOR STREET FUND Totals        | (\$602,998.00)    | (\$355,071.00)       | (\$958,069.00)    | (\$145,422.60)                | \$0.00              | (\$1,899,991.93)    | \$941,922.93                 |                  | (\$813,869.59) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 203 - LOCAL STREET FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 11,149,971.00     | .00                  | 11,149,971.00     | 922,517.45                    | .00                 | 9,738,347.21        | 1,411,623.79                 | 87               | 8,870,900.37   |
| REVENUE TOTALS                             | \$11,149,971.00   | \$0.00               | \$11,149,971.00   | \$922,517.45                  | \$0.00              | \$9,738,347.21      | \$1,411,623.79               | 87%              | \$8,870,900.37 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 448 - STREET LIGHTING           | 137,000.00        | .00                  | 137,000.00        | 11,416.00                     | .00                 | 125,576.00          | 11,424.00                    | 92               | 119,163.00     |
| Department 451 - CONST-STREET AND BRIDGES  | 125,000.00        | .00                  | 125,000.00        | .00                           | .00                 | .00                 | 125,000.00                   | 0                | .00            |
| Department 463 - MAINTENANCE-STREET        | 1,959,694.00      | .00                  | 1,959,694.00      | 146,119.00                    | .00                 | 1,807,125.75        | 152,568.25                   | 92               | 1,633,995.21   |
| Department 475 - MAINTENANCE-TRAFFIC SERV  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 479 - SNOW AND ICE REMOVAL      | 450,169.00        | .00                  | 450,169.00        | 37,514.00                     | .00                 | 412,654.00          | 37,515.00                    | 92               | 411,730.00     |
| Department 483 - ADMIN, ENGIN RECORD KEEPI | 769,870.00        | .00                  | 769,870.00        | 64,154.00                     | .00                 | 705,694.00          | 64,176.00                    | 92               | 650,496.00     |
| Department 484 - FUND TRANSFERS            | 7,800,000.00      | .00                  | 7,800,000.00      | 650,000.00                    | .00                 | 7,150,000.00        | 650,000.00                   | 92               | 6,554,163.00   |
| EXPENSE TOTALS                             | \$11,241,733.00   | \$0.00               | \$11,241,733.00   | \$909,203.00                  | \$0.00              | \$10,201,049.75     | \$1,040,683.25               | 91%              | \$9,369,547.21 |
| Fund 203 - LOCAL STREET FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 11,149,971.00     | .00                  | 11,149,971.00     | 922,517.45                    | .00                 | 9,738,347.21        | 1,411,623.79                 | 87%              | 8,870,900.37   |
| EXPENSE TOTALS                             | 11,241,733.00     | .00                  | 11,241,733.00     | 909,203.00                    | .00                 | 10,201,049.75       | 1,040,683.25                 | 91%              | 9,369,547.21   |
| Fund 203 - LOCAL STREET FUND Totals        | (\$91,762.00)     | \$0.00               | (\$91,762.00)     | \$13,314.45                   | \$0.00              | (\$462,702.54)      | \$370,940.54                 |                  | (\$498,646.84) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 204 - ROAD - SIDEWALK & TREE        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES        | 13,033,702.00     | .00                  | 13,033,702.00     | 654,453.78                    | .00                 | 12,418,509.36       | 615,192.64                   | 95               | 11,819,676.91   |
| REVENUE TOTALS                           | \$13,033,702.00   | \$0.00               | \$13,033,702.00   | \$654,453.78                  | \$0.00              | \$12,418,509.36     | \$615,192.64                 | 95%              | \$11,819,676.91 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 441 - PUBLIC SERV ADMIN       | 33,338.00         | .00                  | 33,338.00         | 2,778.00                      | .00                 | 30,558.00           | 2,780.00                     | 92               | 28,380.00       |
| Department 447 - ENGINEERING             | 2,700,196.00      | 312,990.00           | 3,013,186.00      | 110,856.58                    | .00                 | 1,708,497.22        | 1,304,688.78                 | 57               | 1,660,406.16    |
| Department 463 - MAINTENANCE-STREET      | 10,880,000.00     | 200,856.00           | 11,080,856.00     | 1,112,023.72                  | .00                 | 9,896,871.07        | 1,183,984.93                 | 89               | 9,935,706.58    |
| Department 530 - FORESTRY                | 150,000.00        | 9,855.00             | 159,855.00        | 5,757.25                      | .00                 | 96,594.37           | 63,260.63                    | 60               | 205,721.64      |
| EXPENSE TOTALS                           | \$13,763,534.00   | \$523,701.00         | \$14,287,235.00   | \$1,231,415.55                | \$0.00              | \$11,732,520.66     | \$2,554,714.34               | 82%              | \$11,830,214.38 |
| Fund 204 - ROAD - SIDEWALK & TREE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                           | 13,033,702.00     | .00                  | 13,033,702.00     | 654,453.78                    | .00                 | 12,418,509.36       | 615,192.64                   | 95%              | 11,819,676.91   |
| EXPENSE TOTALS                           | 13,763,534.00     | 523,701.00           | 14,287,235.00     | 1,231,415.55                  | .00                 | 11,732,520.66       | 2,554,714.34                 | 82%              | 11,830,214.38   |
| Fund 204 - ROAD - SIDEWALK & TREE Totals | (\$729,832.00)    | (\$523,701.00)       | (\$1,253,533.00)  | (\$576,961.77)                | \$0.00              | \$685,988.70        | (\$1,939,521.70)             |                  | (\$10,537.47)   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 208 - COMMUNITY RECREATION            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 9,239,176.00      | .00                  | 9,239,176.00      | 383,304.87                    | .00                 | 9,623,457.33        | (384,281.33)                 | 104              | 8,328,521.60   |
| REVENUE TOTALS                             | \$9,239,176.00    | \$0.00               | \$9,239,176.00    | \$383,304.87                  | \$0.00              | \$9,623,457.33      | (\$384,281.33)               | 104%             | \$8,328,521.60 |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 755 - RECREATION CENTER         | 7,557,580.00      | 504,222.00           | 8,061,802.00      | 610,277.58                    | 289,965.66          | 7,114,330.93        | 657,505.41                   | 92               | 6,436,570.03   |
| Department 756 - OTHER RECREATION          | 172,100.00        | 398,898.00           | 570,998.00        | 18,436.02                     | 20,936.50           | 352,565.20          | 197,496.30                   | 65               | 80,633.25      |
| Department 757 - ICE RINK                  | 390,446.00        | .00                  | 390,446.00        | 26,815.41                     | .00                 | 390,445.57          | .43                          | 100              | 389,635.79     |
| Department 776 - SPECIAL EVENTS            | 168,611.00        | .00                  | 168,611.00        | 2,785.86                      | 3,083.89            | 126,745.10          | 38,782.01                    | 77               | 135,896.72     |
| Department 795 - SWIMMING POOL - BOTSFORD  | 165,492.00        | 43,665.00            | 209,157.00        | 527.49                        | 6,113.85            | 108,337.13          | 94,706.02                    | 55               | 95,517.28      |
| Department 796 - SWIMMING POOL - CLEMENT C | 551,775.00        | (217,560.00)         | 334,215.00        | 599.10                        | 9,100.00            | 181,406.93          | 143,708.07                   | 57               | 130,575.55     |
| Department 797 - SWIMMING POOL - SHELDON   | 97,736.00         | .00                  | 97,736.00         | 383.30                        | 6,005.90            | 45,300.30           | 46,429.80                    | 52               | 31,239.97      |
| EXPENSE TOTALS                             | \$9,103,740.00    | \$729,225.00         | \$9,832,965.00    | \$659,824.76                  | \$335,205.80        | \$8,319,131.16      | \$1,178,628.04               | 88%              | \$7,300,068.59 |
| Fund 208 - COMMUNITY RECREATION Totals     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 9,239,176.00      | .00                  | 9,239,176.00      | 383,304.87                    | .00                 | 9,623,457.33        | (384,281.33)                 | 104%             | 8,328,521.60   |
| EXPENSE TOTALS                             | 9,103,740.00      | 729,225.00           | 9,832,965.00      | 659,824.76                    | 335,205.80          | 8,319,131.16        | 1,178,628.04                 | 88%              | 7,300,068.59   |
| Fund 208 - COMMUNITY RECREATION Totals     | \$135,436.00      | (\$729,225.00)       | (\$593,789.00)    | (\$276,519.89)                | (\$335,205.80)      | \$1,304,326.17      | (\$1,562,909.37)             |                  | \$1,028,453.01 |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                         | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 211 - DESIGNATED PURPOSE        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 150,000.00        | .00                  | 150,000.00        | 108,991.75                    | .00                 | 246,039.07          | (96,039.07)                  | 164              | 109,967.90     |
| REVENUE TOTALS                       | \$150,000.00      | \$0.00               | \$150,000.00      | \$108,991.75                  | \$0.00              | \$246,039.07        | (\$96,039.07)                | 164%             | \$109,967.90   |
| EXPENSE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 180,000.00        | .00                  | 180,000.00        | 6,816.22                      | .00                 | 92,909.87           | 87,090.13                    | 52               | 106,382.32     |
| EXPENSE TOTALS                       | \$180,000.00      | \$0.00               | \$180,000.00      | \$6,816.22                    | \$0.00              | \$92,909.87         | \$87,090.13                  | 52%              | \$106,382.32   |
| Fund 211 - DESIGNATED PURPOSE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                       | 150,000.00        | .00                  | 150,000.00        | 108,991.75                    | .00                 | 246,039.07          | (96,039.07)                  | 164%             | 109,967.90     |
| EXPENSE TOTALS                       | 180,000.00        | .00                  | 180,000.00        | 6,816.22                      | .00                 | 92,909.87           | 87,090.13                    | 52%              | 106,382.32     |
| Fund 211 - DESIGNATED PURPOSE Totals | (\$30,000.00)     | \$0.00               | (\$30,000.00)     | \$102,175.53                  | \$0.00              | \$153,129.20        | (\$183,129.20)               |                  | \$3,585.58     |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                         | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 219 - SP ASSESS-LIGHTING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | 17,000.00         | .00                  | 17,000.00         | 1,375.78                      | .00                 | 36,288.74           | (19,288.74)                  | 213              | 34,205.75      |
| Department 457 - STREETLIGHTING      | 1,086,610.00      | .00                  | 1,086,610.00      | .00                           | .00                 | 1,086,651.52        | (41.52)                      | 100              | 1,154,117.51   |
| REVENUE TOTALS                       | \$1,103,610.00    | \$0.00               | \$1,103,610.00    | \$1,375.78                    | \$0.00              | \$1,122,940.26      | (\$19,330.26)                | 102%             | \$1,188,323.26 |
| EXPENSE                              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES    | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00            |
| Department 457 - STREETLIGHTING      | 1,158,452.00      | .00                  | 1,158,452.00      | 92,846.12                     | .00                 | 1,018,748.55        | 139,703.45                   | 88               | 936,365.86     |
| EXPENSE TOTALS                       | \$1,158,452.00    | \$0.00               | \$1,158,452.00    | \$92,846.12                   | \$0.00              | \$1,018,748.55      | \$139,703.45                 | 88%              | \$936,365.86   |
| Fund 219 - SP ASSESS-LIGHTING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                       | 1,103,610.00      | .00                  | 1,103,610.00      | 1,375.78                      | .00                 | 1,122,940.26        | (19,330.26)                  | 102%             | 1,188,323.26   |
| EXPENSE TOTALS                       | 1,158,452.00      | .00                  | 1,158,452.00      | 92,846.12                     | .00                 | 1,018,748.55        | 139,703.45                   | 88%              | 936,365.86     |
| Fund 219 - SP ASSESS-LIGHTING Totals | (\$54,842.00)     | \$0.00               | (\$54,842.00)     | (\$91,470.34)                 | \$0.00              | \$104,191.71        | (\$159,033.71)               |                  | \$251,957.40   |





# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 226 - MUNICIPAL REFUSE FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES       | 14,062,303.00     | .00                  | 14,062,303.00     | 28,892.72                     | .00                 | 14,240,583.78       | (178,280.78)                 | 101              | 13,492,396.58   |
| REVENUE TOTALS                          | \$14,062,303.00   | \$0.00               | \$14,062,303.00   | \$28,892.72                   | \$0.00              | \$14,240,583.78     | (\$178,280.78)               | 101%             | \$13,492,396.58 |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 521 - SANITATION             | 1,452,031.00      | .00                  | 1,452,031.00      | 90,002.61                     | 33,754.00           | 1,080,686.37        | 337,590.63                   | 77               | 971,737.92      |
| Department 528 - PUBLIC SERVICE         | 14,524,078.00     | 4,120,017.00         | 18,644,095.00     | 1,044,751.36                  | 4,263,343.21        | 12,043,361.74       | 2,337,390.05                 | 87               | 9,755,181.70    |
| Department 529 - ANIMAL CONTROL         | 410,048.00        | .00                  | 410,048.00        | 83,868.81                     | .00                 | 319,841.63          | 90,206.37                    | 78               | 301,375.29      |
| EXPENSE TOTALS                          | \$16,386,157.00   | \$4,120,017.00       | \$20,506,174.00   | \$1,218,622.78                | \$4,297,097.21      | \$13,443,889.74     | \$2,765,187.05               | 87%              | \$11,028,294.91 |
| Fund 226 - MUNICIPAL REFUSE FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 14,062,303.00     | .00                  | 14,062,303.00     | 28,892.72                     | .00                 | 14,240,583.78       | (178,280.78)                 | 101%             | 13,492,396.58   |
| EXPENSE TOTALS                          | 16,386,157.00     | 4,120,017.00         | 20,506,174.00     | 1,218,622.78                  | 4,297,097.21        | 13,443,889.74       | 2,765,187.05                 | 87%              | 11,028,294.91   |
| Fund 226 - MUNICIPAL REFUSE FUND Totals | (\$2,323,854.00)  | (\$4,120,017.00)     | (\$6,443,871.00)  | (\$1,189,730.06)              | (\$4,297,097.21)    | \$796,694.04        | (\$2,943,467.83)             |                  | \$2,464,101.67  |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                 | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|----------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 242 - LIVONIA BROWNFIELD - LSRRF        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES            | 180,000.00        | .00                  | 180,000.00        | 777.17                        | .00                 | 108,296.00          | 71,704.00                    | 60               | 81,210.42      |
| REVENUE TOTALS                               | \$180,000.00      | \$0.00               | \$180,000.00      | \$777.17                      | \$0.00              | \$108,296.00        | \$71,704.00                  | 60%              | \$81,210.42    |
| EXPENSE                                      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES            | 38,300.00         | .00                  | 38,300.00         | 2,775.00                      | .00                 | 33,705.00           | 4,595.00                     | 88               | 29,040.00      |
| EXPENSE TOTALS                               | \$38,300.00       | \$0.00               | \$38,300.00       | \$2,775.00                    | \$0.00              | \$33,705.00         | \$4,595.00                   | 88%              | \$29,040.00    |
| Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                               | 180,000.00        | .00                  | 180,000.00        | 777.17                        | .00                 | 108,296.00          | 71,704.00                    | 60%              | 81,210.42      |
| EXPENSE TOTALS                               | 38,300.00         | .00                  | 38,300.00         | 2,775.00                      | .00                 | 33,705.00           | 4,595.00                     | 88%              | 29,040.00      |
| Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals | \$141,700.00      | \$0.00               | \$141,700.00      | (\$1,997.83)                  | \$0.00              | \$74,591.00         | \$67,109.00                  |                  | \$52,170.42    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                    | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45               | 293,895.84     |
| REVENUE TOTALS                                  | \$1,170,000.00    | \$0.00               | \$1,170,000.00    | \$0.00                        | \$0.00              | \$520,689.87        | \$649,310.13                 | 45%              | \$293,895.84   |
| EXPENSE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45               | 293,895.84     |
| EXPENSE TOTALS                                  | \$1,170,000.00    | \$0.00               | \$1,170,000.00    | \$0.00                        | \$0.00              | \$520,689.87        | \$649,310.13                 | 45%              | \$293,895.84   |
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                  | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45%              | 293,895.84     |
| EXPENSE TOTALS                                  | 1,170,000.00      | .00                  | 1,170,000.00      | .00                           | .00                 | 520,689.87          | 649,310.13                   | 45%              | 293,895.84     |
| Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 244 - ECONOMIC DEVEL CORP        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 1,000.00          | .00                  | 1,000.00          | 36.27                         | .00                 | 1,212.14            | (212.14)                     | 121              | 947.88         |
| REVENUE TOTALS                        | \$1,000.00        | \$0.00               | \$1,000.00        | \$36.27                       | \$0.00              | \$1,212.14          | (\$212.14)                   | 121%             | \$947.88       |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 107.00            | .00                  | 107.00            | .00                           | .00                 | .00                 | 107.00                       | 0                | .00            |
| EXPENSE TOTALS                        | \$107.00          | \$0.00               | \$107.00          | \$0.00                        | \$0.00              | \$0.00              | \$107.00                     | 0%               | \$0.00         |
| Fund 244 - ECONOMIC DEVEL CORP Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 1,000.00          | .00                  | 1,000.00          | 36.27                         | .00                 | 1,212.14            | (212.14)                     | 121%             | 947.88         |
| EXPENSE TOTALS                        | 107.00            | .00                  | 107.00            | .00                           | .00                 | .00                 | 107.00                       | 0%               | .00            |
| Fund 244 - ECONOMIC DEVEL CORP Totals | \$893.00          | \$0.00               | \$893.00          | \$36.27                       | \$0.00              | \$1,212.14          | (\$319.14)                   |                  | \$947.88       |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 248 - PLYMOUTH RD DEV AUTHORITY        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 799,117.00        | .00                  | 799,117.00        | 455.58                        | .00                 | 897,692.85          | (98,575.85)                  | 112              | 803,450.18     |
| REVENUE TOTALS                              | \$799,117.00      | \$0.00               | \$799,117.00      | \$455.58                      | \$0.00              | \$897,692.85        | (\$98,575.85)                | 112%             | \$803,450.18   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 842,524.00        | .00                  | 842,524.00        | 242,591.58                    | .00                 | 740,130.33          | 102,393.67                   | 88               | 305,073.63     |
| EXPENSE TOTALS                              | \$842,524.00      | \$0.00               | \$842,524.00      | \$242,591.58                  | \$0.00              | \$740,130.33        | \$102,393.67                 | 88%              | \$305,073.63   |
| Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 799,117.00        | .00                  | 799,117.00        | 455.58                        | .00                 | 897,692.85          | (98,575.85)                  | 112%             | 803,450.18     |
| EXPENSE TOTALS                              | 842,524.00        | .00                  | 842,524.00        | 242,591.58                    | .00                 | 740,130.33          | 102,393.67                   | 88%              | 305,073.63     |
| Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals | (\$43,407.00)     | \$0.00               | (\$43,407.00)     | (\$242,136.00)                | \$0.00              | \$157,562.52        | (\$200,969.52)               |                  | \$498,376.55   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund <b>260 - MIDC GRANT</b>             |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b> | 362,299.00        | 204,190.00           | 566,489.00        | .00                           | .00                 | 295,702.32          | 270,786.68                   | 52               | 418,643.64     |
| REVENUE TOTALS                           | \$362,299.00      | \$204,190.00         | \$566,489.00      | \$0.00                        | \$0.00              | \$295,702.32        | \$270,786.68                 | 52%              | \$418,643.64   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department <b>000 - ACCOUNT BALANCES</b> | 362,299.00        | 204,190.00           | 566,489.00        | 45,546.30                     | .00                 | 342,694.98          | 223,794.02                   | 60               | 239,859.36     |
| EXPENSE TOTALS                           | \$362,299.00      | \$204,190.00         | \$566,489.00      | \$45,546.30                   | \$0.00              | \$342,694.98        | \$223,794.02                 | 60%              | \$239,859.36   |
| Fund <b>260 - MIDC GRANT</b> Totals      |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 362,299.00        | 204,190.00           | 566,489.00        | .00                           | .00                 | 295,702.32          | 270,786.68                   | 52%              | 418,643.64     |
| EXPENSE TOTALS                           | 362,299.00        | 204,190.00           | 566,489.00        | 45,546.30                     | .00                 | 342,694.98          | 223,794.02                   | 60%              | 239,859.36     |
| Fund <b>260 - MIDC GRANT</b> Totals      | \$0.00            | \$0.00               | \$0.00            | (\$45,546.30)                 | \$0.00              | (\$46,992.66)       | \$46,992.66                  |                  | \$178,784.28   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

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Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 261 - PUB. SAFETY COMMUNICATION        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 623,000.00        | .00                  | 623,000.00        | 3,815.75                      | .00                 | 637,552.41          | (14,552.41)                  | 102              | 659,478.35     |
| REVENUE TOTALS                              | \$623,000.00      | \$0.00               | \$623,000.00      | \$3,815.75                    | \$0.00              | \$637,552.41        | (\$14,552.41)                | 102%             | \$659,478.35   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 1,258,000.00      | 2,314,579.00         | 3,572,579.00      | 27,980.48                     | 57,339.29           | 2,384,792.45        | 1,130,447.26                 | 68               | 139,664.34     |
| EXPENSE TOTALS                              | \$1,258,000.00    | \$2,314,579.00       | \$3,572,579.00    | \$27,980.48                   | \$57,339.29         | \$2,384,792.45      | \$1,130,447.26               | 68%              | \$139,664.34   |
| Fund 261 - PUB. SAFETY COMMUNICATION Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 623,000.00        | .00                  | 623,000.00        | 3,815.75                      | .00                 | 637,552.41          | (14,552.41)                  | 102%             | 659,478.35     |
| EXPENSE TOTALS                              | 1,258,000.00      | 2,314,579.00         | 3,572,579.00      | 27,980.48                     | 57,339.29           | 2,384,792.45        | 1,130,447.26                 | 68%              | 139,664.34     |
| Fund 261 - PUB. SAFETY COMMUNICATION Totals | (\$635,000.00)    | (\$2,314,579.00)     | (\$2,949,579.00)  | (\$24,164.73)                 | (\$57,339.29)       | (\$1,747,240.04)    | (\$1,144,999.67)             |                  | \$519,814.01   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                    | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 262 - ADJUDICATED FORFEITURES              |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES               | 297,500.00        | .00                  | 297,500.00        | 22,617.10                     | .00                 | 276,283.89          | 21,216.11                    | 93               | 318,776.68     |
| REVENUE TOTALS                                  | \$297,500.00      | \$0.00               | \$297,500.00      | \$22,617.10                   | \$0.00              | \$276,283.89        | \$21,216.11                  | 93%              | \$318,776.68   |
| EXPENSE                                         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 333 - STATE/LOCAL FORFEITURE EX      | 1,199,527.00      | .00                  | 1,199,527.00      | 54,139.21                     | 27,621.00           | 61,726.16           | 1,110,179.84                 | 7                | 48,256.49      |
| Department 334 - FEDERAL FORFEITURE EXP         | 53,750.00         | 36,004.00            | 89,754.00         | .00                           | .00                 | 36,864.33           | 52,889.67                    | 41               | 959.95         |
| Department 335 - CONTINUING CRIMINAL ENTERPRISE | 212,500.00        | .00                  | 212,500.00        | .00                           | .00                 | .00                 | 212,500.00                   | 0                | .00            |
| EXPENSE TOTALS                                  | \$1,465,777.00    | \$36,004.00          | \$1,501,781.00    | \$54,139.21                   | \$27,621.00         | \$98,590.49         | \$1,375,569.51               | 8%               | \$49,216.44    |
| Fund 262 - ADJUDICATED FORFEITURES Totals       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                  | 297,500.00        | .00                  | 297,500.00        | 22,617.10                     | .00                 | 276,283.89          | 21,216.11                    | 93%              | 318,776.68     |
| EXPENSE TOTALS                                  | 1,465,777.00      | 36,004.00            | 1,501,781.00      | 54,139.21                     | 27,621.00           | 98,590.49           | 1,375,569.51                 | 8%               | 49,216.44      |
| Fund 262 - ADJUDICATED FORFEITURES Totals       | (\$1,168,277.00)  | (\$36,004.00)        | (\$1,204,281.00)  | (\$31,522.11)                 | (\$27,621.00)       | \$177,693.40        | (\$1,354,353.40)             |                  | \$269,560.24   |





# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 270 - HISTORICAL COMMISSION        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 107,700.00        | .00                  | 107,700.00        | 6,854.10                      | .00                 | 213,024.54          | (105,324.54)                 | 198              | 164,512.42     |
| REVENUE TOTALS                          | \$107,700.00      | \$0.00               | \$107,700.00      | \$6,854.10                    | \$0.00              | \$213,024.54        | (\$105,324.54)               | 198%             | \$164,512.42   |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 106,000.00        | .00                  | 106,000.00        | 13,673.68                     | 6,950.00            | 43,915.68           | 55,134.32                    | 48               | 173,491.51     |
| EXPENSE TOTALS                          | \$106,000.00      | \$0.00               | \$106,000.00      | \$13,673.68                   | \$6,950.00          | \$43,915.68         | \$55,134.32                  | 48%              | \$173,491.51   |
| Fund 270 - HISTORICAL COMMISSION Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                          | 107,700.00        | .00                  | 107,700.00        | 6,854.10                      | .00                 | 213,024.54          | (105,324.54)                 | 198%             | 164,512.42     |
| EXPENSE TOTALS                          | 106,000.00        | .00                  | 106,000.00        | 13,673.68                     | 6,950.00            | 43,915.68           | 55,134.32                    | 48%              | 173,491.51     |
| Fund 270 - HISTORICAL COMMISSION Totals | \$1,700.00        | \$0.00               | \$1,700.00        | (\$6,819.58)                  | (\$6,950.00)        | \$169,108.86        | (\$160,458.86)               |                  | (\$8,979.09)   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 271 - LIBRARY FUND               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 5,028,550.00      | .00                  | 5,028,550.00      | 97,997.92                     | .00                 | 5,137,843.60        | (109,293.60)                 | 102              | 4,867,201.53   |
| REVENUE TOTALS                        | \$5,028,550.00    | \$0.00               | \$5,028,550.00    | \$97,997.92                   | \$0.00              | \$5,137,843.60      | (\$109,293.60)               | 102%             | \$4,867,201.53 |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 778 - CIVIC CENTER LIBRARY | 4,427,071.00      | 1,482,236.00         | 5,909,307.00      | 317,796.30                    | 8,772.10            | 3,232,953.01        | 2,667,581.89                 | 55               | 2,890,804.88   |
| Department 779 - NOBLE LIBRARY        | 15,000.00         | (6,500.00)           | 8,500.00          | 429.42                        | .00                 | 4,485.50            | 4,014.50                     | 53               | 3,751.21       |
| Department 780 - SANDBURG LIBRARY     | 1,055,083.00      | 34,691.00            | 1,089,774.00      | 67,612.17                     | .00                 | 625,916.20          | 463,857.80                   | 57               | 609,077.19     |
| EXPENSE TOTALS                        | \$5,497,154.00    | \$1,510,427.00       | \$7,007,581.00    | \$385,837.89                  | \$8,772.10          | \$3,863,354.71      | \$3,135,454.19               | 55%              | \$3,503,633.28 |
| Fund 271 - LIBRARY FUND Totals        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 5,028,550.00      | .00                  | 5,028,550.00      | 97,997.92                     | .00                 | 5,137,843.60        | (109,293.60)                 | 102%             | 4,867,201.53   |
| EXPENSE TOTALS                        | 5,497,154.00      | 1,510,427.00         | 7,007,581.00      | 385,837.89                    | 8,772.10            | 3,863,354.71        | 3,135,454.19                 | 55%              | 3,503,633.28   |
| Fund 271 - LIBRARY FUND Totals        | (\$468,604.00)    | (\$1,510,427.00)     | (\$1,979,031.00)  | (\$287,839.97)                | (\$8,772.10)        | \$1,274,488.89      | (\$3,244,747.79)             |                  | \$1,363,568.25 |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                           | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 272 - ARTS COMMISSION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES      | 6,000.00          | .00                  | 6,000.00          | 107.05                        | .00                 | 7,299.47            | (1,299.47)                   | 122              | 5,794.94       |
| REVENUE TOTALS                         | \$6,000.00        | \$0.00               | \$6,000.00        | \$107.05                      | \$0.00              | \$7,299.47          | (\$1,299.47)                 | 122%             | \$5,794.94     |
| EXPENSE                                |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES      | 17,700.00         | .00                  | 17,700.00         | 2,855.60                      | .00                 | 11,078.91           | 6,621.09                     | 63               | 10,269.64      |
| EXPENSE TOTALS                         | \$17,700.00       | \$0.00               | \$17,700.00       | \$2,855.60                    | \$0.00              | \$11,078.91         | \$6,621.09                   | 63%              | \$10,269.64    |
| Fund 272 - ARTS COMMISSION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                         | 6,000.00          | .00                  | 6,000.00          | 107.05                        | .00                 | 7,299.47            | (1,299.47)                   | 122%             | 5,794.94       |
| EXPENSE TOTALS                         | 17,700.00         | .00                  | 17,700.00         | 2,855.60                      | .00                 | 11,078.91           | 6,621.09                     | 63%              | 10,269.64      |
| Fund 272 - ARTS COMMISSION FUND Totals | (\$11,700.00)     | \$0.00               | (\$11,700.00)     | (\$2,748.55)                  | \$0.00              | (\$3,779.44)        | (\$7,920.56)                 |                  | (\$4,474.70)   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 284 - OPIOID SETTLEMENT FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 105,153.00        | .00                  | 105,153.00        | 1,006.32                      | .00                 | 468,859.30          | (363,706.30)                 | 446              | 74,548.54      |
| REVENUE TOTALS                           | \$105,153.00      | \$0.00               | \$105,153.00      | \$1,006.32                    | \$0.00              | \$468,859.30        | (\$363,706.30)               | 446%             | \$74,548.54    |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 100,765.00        | 100,000.00           | 200,765.00        | 7,909.20                      | .00                 | 96,231.00           | 104,534.00                   | 48               | .00            |
| EXPENSE TOTALS                           | \$100,765.00      | \$100,000.00         | \$200,765.00      | \$7,909.20                    | \$0.00              | \$96,231.00         | \$104,534.00                 | 48%              | \$0.00         |
| Fund 284 - OPIOID SETTLEMENT FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 105,153.00        | .00                  | 105,153.00        | 1,006.32                      | .00                 | 468,859.30          | (363,706.30)                 | 446%             | 74,548.54      |
| EXPENSE TOTALS                           | 100,765.00        | 100,000.00           | 200,765.00        | 7,909.20                      | .00                 | 96,231.00           | 104,534.00                   | 48%              | .00            |
| Fund 284 - OPIOID SETTLEMENT FUND Totals | \$4,388.00        | (\$100,000.00)       | (\$95,612.00)     | (\$6,902.88)                  | \$0.00              | \$372,628.30        | (\$468,240.30)               |                  | \$74,548.54    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 286 - TRANSIT & CAPITAL IMPR        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,772,355.27        | 3,884.73                     | 100              | 2,647,594.39   |
| REVENUE TOTALS                           | \$2,776,240.00    | \$0.00               | \$2,776,240.00    | \$0.00                        | \$0.00              | \$2,772,355.27      | \$3,884.73                   | 100%             | \$2,647,594.39 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,776,240.00        | .00                          | 100              | 2,608,950.00   |
| EXPENSE TOTALS                           | \$2,776,240.00    | \$0.00               | \$2,776,240.00    | \$0.00                        | \$0.00              | \$2,776,240.00      | \$0.00                       | 100%             | \$2,608,950.00 |
| Fund 286 - TRANSIT & CAPITAL IMPR Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,772,355.27        | 3,884.73                     | 100%             | 2,647,594.39   |
| EXPENSE TOTALS                           | 2,776,240.00      | .00                  | 2,776,240.00      | .00                           | .00                 | 2,776,240.00        | .00                          | 100%             | 2,608,950.00   |
| Fund 286 - TRANSIT & CAPITAL IMPR Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | (\$3,884.73)        | \$3,884.73                   |                  | \$38,644.39    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 288 - COMMUNITY TRANSIT PROGRAM        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 716,445.00        | .00                  | 716,445.00        | 5,282.77                      | .00                 | 614,109.99          | 102,335.01                   | 86               | 748,042.69     |
| REVENUE TOTALS                              | \$716,445.00      | \$0.00               | \$716,445.00      | \$5,282.77                    | \$0.00              | \$614,109.99        | \$102,335.01                 | 86%              | \$748,042.69   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 606 - COMM TRANSIT DISPATCHERS   | 109,938.00        | .00                  | 109,938.00        | 8,482.45                      | .00                 | 89,777.30           | 20,160.70                    | 82               | 88,515.13      |
| Department 607 - COMMUNITY TRANSIT ADMIN    | 166,398.00        | 59,205.00            | 225,603.00        | 14,811.67                     | .00                 | 183,775.96          | 41,827.04                    | 81               | 129,496.22     |
| Department 608 - COMMUNITY TRANSIT          | 977,513.00        | (8,805.00)           | 968,708.00        | 41,905.77                     | 107,610.35          | 495,359.29          | 365,738.36                   | 62               | 567,183.52     |
| EXPENSE TOTALS                              | \$1,253,849.00    | \$50,400.00          | \$1,304,249.00    | \$65,199.89                   | \$107,610.35        | \$768,912.55        | \$427,726.10                 | 67%              | \$785,194.87   |
| Fund 288 - COMMUNITY TRANSIT PROGRAM Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 716,445.00        | .00                  | 716,445.00        | 5,282.77                      | .00                 | 614,109.99          | 102,335.01                   | 86%              | 748,042.69     |
| EXPENSE TOTALS                              | 1,253,849.00      | 50,400.00            | 1,304,249.00      | 65,199.89                     | 107,610.35          | 768,912.55          | 427,726.10                   | 67%              | 785,194.87     |
| Fund 288 - COMMUNITY TRANSIT PROGRAM Totals | (\$537,404.00)    | (\$50,400.00)        | (\$587,804.00)    | (\$59,917.12)                 | (\$107,610.35)      | (\$154,802.56)      | (\$325,391.09)               |                  | (\$37,152.18)  |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 297 - CABLE TELEVISION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES       | 378,200.00        | .00                  | 378,200.00        | 367.53                        | .00                 | 252,301.57          | 125,898.43                   | 67               | 290,628.69     |
| REVENUE TOTALS                          | \$378,200.00      | \$0.00               | \$378,200.00      | \$367.53                      | \$0.00              | \$252,301.57        | \$125,898.43                 | 67%              | \$290,628.69   |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 806 - CABLE TELEVISION       | 569,659.00        | .00                  | 569,659.00        | 35,344.92                     | .00                 | 456,994.22          | 112,664.78                   | 80               | 450,052.12     |
| EXPENSE TOTALS                          | \$569,659.00      | \$0.00               | \$569,659.00      | \$35,344.92                   | \$0.00              | \$456,994.22        | \$112,664.78                 | 80%              | \$450,052.12   |
| Fund 297 - CABLE TELEVISION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                          | 378,200.00        | .00                  | 378,200.00        | 367.53                        | .00                 | 252,301.57          | 125,898.43                   | 67%              | 290,628.69     |
| EXPENSE TOTALS                          | 569,659.00        | .00                  | 569,659.00        | 35,344.92                     | .00                 | 456,994.22          | 112,664.78                   | 80%              | 450,052.12     |
| Fund 297 - CABLE TELEVISION FUND Totals | (\$191,459.00)    | \$0.00               | (\$191,459.00)    | (\$34,977.39)                 | \$0.00              | (\$204,692.65)      | \$13,233.65                  |                  | (\$159,423.43) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

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Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 372 - D/S 2015 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 181,984.00        | .00                  | 181,984.00        | 2,161.25                      | .00                 | 181,983.75          | .25                          | 100              | 181,244.50     |
| REVENUE TOTALS                           | \$181,984.00      | \$0.00               | \$181,984.00      | \$2,161.25                    | \$0.00              | \$181,983.75        | \$0.25                       | 100%             | \$181,244.50   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 181,984.00        | .00                  | 181,984.00        | 2,161.25                      | .00                 | 181,983.75          | .25                          | 100              | 181,244.50     |
| EXPENSE TOTALS                           | \$181,984.00      | \$0.00               | \$181,984.00      | \$2,161.25                    | \$0.00              | \$181,983.75        | \$0.25                       | 100%             | \$181,244.50   |
| Fund 372 - D/S 2015 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 181,984.00        | .00                  | 181,984.00        | 2,161.25                      | .00                 | 181,983.75          | .25                          | 100%             | 181,244.50     |
| EXPENSE TOTALS                           | 181,984.00        | .00                  | 181,984.00        | 2,161.25                      | .00                 | 181,983.75          | .25                          | 100%             | 181,244.50     |
| Fund 372 - D/S 2015 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |





# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 373 - D/S 2016 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100              | 548,300.00     |
| REVENUE TOTALS                           | \$548,600.00      | \$0.00               | \$548,600.00      | \$82,800.00                   | \$0.00              | \$548,600.00        | \$0.00                       | 100%             | \$548,300.00   |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100              | 548,300.00     |
| EXPENSE TOTALS                           | \$548,600.00      | \$0.00               | \$548,600.00      | \$82,800.00                   | \$0.00              | \$548,600.00        | \$0.00                       | 100%             | \$548,300.00   |
| Fund 373 - D/S 2016 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100%             | 548,300.00     |
| EXPENSE TOTALS                           | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100%             | 548,300.00     |
| Fund 373 - D/S 2016 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                             | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 374 - D/S 2017 MBA REFUNDING        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 1,994,850.00      | .00                  | 1,994,850.00      | 235,925.00                    | .00                 | 1,994,850.00        | .00                          | 100              | 1,994,175.00   |
| REVENUE TOTALS                           | \$1,994,850.00    | \$0.00               | \$1,994,850.00    | \$235,925.00                  | \$0.00              | \$1,994,850.00      | \$0.00                       | 100%             | \$1,994,175.00 |
| EXPENSE                                  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES        | 1,994,850.00      | .00                  | 1,994,850.00      | 235,925.00                    | .00                 | 1,994,850.00        | .00                          | 100              | 1,994,175.00   |
| EXPENSE TOTALS                           | \$1,994,850.00    | \$0.00               | \$1,994,850.00    | \$235,925.00                  | \$0.00              | \$1,994,850.00      | \$0.00                       | 100%             | \$1,994,175.00 |
| Fund 374 - D/S 2017 MBA REFUNDING Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                           | 1,994,850.00      | .00                  | 1,994,850.00      | 235,925.00                    | .00                 | 1,994,850.00        | .00                          | 100%             | 1,994,175.00   |
| EXPENSE TOTALS                           | 1,994,850.00      | .00                  | 1,994,850.00      | 235,925.00                    | .00                 | 1,994,850.00        | .00                          | 100%             | 1,994,175.00   |
| Fund 374 - D/S 2017 MBA REFUNDING Totals | \$0.00            | \$0.00               | \$0.00            | \$0.00                        | \$0.00              | \$0.00              | \$0.00                       |                  | \$0.00         |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                       | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD   |
|------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 401 - CAPITAL PROJECTS        |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| REVENUE                            |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| Department 000 - ACCOUNT BALANCES  | 2,672,240.00      | .00                  | 2,672,240.00      | 12,100.11                     | .00                 | 2,785,460.24        | (113,220.24)                 | 104              | 3,421,625.08     |
| REVENUE TOTALS                     | \$2,672,240.00    | \$0.00               | \$2,672,240.00    | \$12,100.11                   | \$0.00              | \$2,785,460.24      | (\$113,220.24)               | 104%             | \$3,421,625.08   |
| EXPENSE                            |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| Department 000 - ACCOUNT BALANCES  | 3,755,000.00      | 6,571,399.00         | 10,326,399.00     | 201,659.41                    | 1,559,783.10        | 3,756,867.56        | 5,009,748.34                 | 51               | 4,771,848.13     |
| EXPENSE TOTALS                     | \$3,755,000.00    | \$6,571,399.00       | \$10,326,399.00   | \$201,659.41                  | \$1,559,783.10      | \$3,756,867.56      | \$5,009,748.34               | 51%              | \$4,771,848.13   |
| Fund 401 - CAPITAL PROJECTS Totals |                   |                      |                   |                               |                     |                     |                              |                  |                  |
| REVENUE TOTALS                     | 2,672,240.00      | .00                  | 2,672,240.00      | 12,100.11                     | .00                 | 2,785,460.24        | (113,220.24)                 | 104%             | 3,421,625.08     |
| EXPENSE TOTALS                     | 3,755,000.00      | 6,571,399.00         | 10,326,399.00     | 201,659.41                    | 1,559,783.10        | 3,756,867.56        | 5,009,748.34                 | 51%              | 4,771,848.13     |
| Fund 401 - CAPITAL PROJECTS Totals | (\$1,082,760.00)  | (\$6,571,399.00)     | (\$7,654,159.00)  | (\$189,559.30)                | (\$1,559,783.10)    | (\$971,407.32)      | (\$5,122,968.58)             |                  | (\$1,350,223.05) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                               | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|--------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 409 - GOLF COURSE CAPITAL IMPR        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 461,000.00        | .00                  | 461,000.00        | 36,345.03                     | .00                 | 565,202.86          | (104,202.86)                 | 123              | 147,749.92     |
| REVENUE TOTALS                             | \$461,000.00      | \$0.00               | \$461,000.00      | \$36,345.03                   | \$0.00              | \$565,202.86        | (\$104,202.86)               | 123%             | \$147,749.92   |
| EXPENSE                                    |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES          | 335,234.00        | .00                  | 335,234.00        | 84,143.24                     | 131,701.00          | 176,996.41          | 26,536.59                    | 92               | 91,201.49      |
| EXPENSE TOTALS                             | \$335,234.00      | \$0.00               | \$335,234.00      | \$84,143.24                   | \$131,701.00        | \$176,996.41        | \$26,536.59                  | 92%              | \$91,201.49    |
| Fund 409 - GOLF COURSE CAPITAL IMPR Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                             | 461,000.00        | .00                  | 461,000.00        | 36,345.03                     | .00                 | 565,202.86          | (104,202.86)                 | 123%             | 147,749.92     |
| EXPENSE TOTALS                             | 335,234.00        | .00                  | 335,234.00        | 84,143.24                     | 131,701.00          | 176,996.41          | 26,536.59                    | 92%              | 91,201.49      |
| Fund 409 - GOLF COURSE CAPITAL IMPR Totals | \$125,766.00      | \$0.00               | \$125,766.00      | (\$47,798.21)                 | (\$131,701.00)      | \$388,206.45        | (\$130,739.45)               |                  | \$56,548.43    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 418 - BUILDING IMPROVEMENT FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 330,000.00        | 1,000,000.00         | 1,330,000.00      | 15,119.92                     | .00                 | 508,515.20          | 821,484.80                   | 38               | 356,536.85     |
| REVENUE TOTALS                              | \$330,000.00      | \$1,000,000.00       | \$1,330,000.00    | \$15,119.92                   | \$0.00              | \$508,515.20        | \$821,484.80                 | 38%              | \$356,536.85   |
| EXPENSE                                     |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES           | 150,000.00        | 5,535,000.00         | 5,685,000.00      | 10,450.00                     | .00                 | 107,221.39          | 5,577,778.61                 | 2                | 28,849.04      |
| EXPENSE TOTALS                              | \$150,000.00      | \$5,535,000.00       | \$5,685,000.00    | \$10,450.00                   | \$0.00              | \$107,221.39        | \$5,577,778.61               | 2%               | \$28,849.04    |
| Fund 418 - BUILDING IMPROVEMENT FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                              | 330,000.00        | 1,000,000.00         | 1,330,000.00      | 15,119.92                     | .00                 | 508,515.20          | 821,484.80                   | 38%              | 356,536.85     |
| EXPENSE TOTALS                              | 150,000.00        | 5,535,000.00         | 5,685,000.00      | 10,450.00                     | .00                 | 107,221.39          | 5,577,778.61                 | 2%               | 28,849.04      |
| Fund 418 - BUILDING IMPROVEMENT FUND Totals | \$180,000.00      | (\$4,535,000.00)     | (\$4,355,000.00)  | \$4,669.92                    | \$0.00              | \$401,293.81        | (\$4,756,293.81)             |                  | \$327,687.81   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                      | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                           |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES                 | 140,000.00        | 1,000,000.00         | 1,140,000.00      | 4,648.56                      | .00                 | 1,227,608.84        | (87,608.84)                  | 108              | 151,214.77     |
| REVENUE TOTALS                                    | \$140,000.00      | \$1,000,000.00       | \$1,140,000.00    | \$4,648.56                    | \$0.00              | \$1,227,608.84      | (\$87,608.84)                | 108%             | \$151,214.77   |
| EXPENSE                                           |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES                 | .00               | 2,214,681.00         | 2,214,681.00      | 1,224,118.06                  | .00                 | 2,371,068.83        | (156,387.83)                 | 107              | 56,983.17      |
| EXPENSE TOTALS                                    | \$0.00            | \$2,214,681.00       | \$2,214,681.00    | \$1,224,118.06                | \$0.00              | \$2,371,068.83      | (\$156,387.83)               | 107%             | \$56,983.17    |
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                    | 140,000.00        | 1,000,000.00         | 1,140,000.00      | 4,648.56                      | .00                 | 1,227,608.84        | (87,608.84)                  | 108%             | 151,214.77     |
| EXPENSE TOTALS                                    | .00               | 2,214,681.00         | 2,214,681.00      | 1,224,118.06                  | .00                 | 2,371,068.83        | (156,387.83)                 | 107%             | 56,983.17      |
| Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals | \$140,000.00      | (\$1,214,681.00)     | (\$1,074,681.00)  | (\$1,219,469.50)              | \$0.00              | (\$1,143,459.99)    | \$68,778.99                  |                  | \$94,231.60    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                                  | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-----------------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 470 - COURT BUILDING IMPROVEMENTS        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                                       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES             | 600,000.00        | .00                  | 600,000.00        | 65,844.12                     | .00                 | 676,444.02          | (76,444.02)                  | 113              | 372,929.05     |
| REVENUE TOTALS                                | \$600,000.00      | \$0.00               | \$600,000.00      | \$65,844.12                   | \$0.00              | \$676,444.02        | (\$76,444.02)                | 113%             | \$372,929.05   |
| EXPENSE                                       |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES             | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100              | 548,300.00     |
| EXPENSE TOTALS                                | \$548,600.00      | \$0.00               | \$548,600.00      | \$82,800.00                   | \$0.00              | \$548,600.00        | \$0.00                       | 100%             | \$548,300.00   |
| Fund 470 - COURT BUILDING IMPROVEMENTS Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                                | 600,000.00        | .00                  | 600,000.00        | 65,844.12                     | .00                 | 676,444.02          | (76,444.02)                  | 113%             | 372,929.05     |
| EXPENSE TOTALS                                | 548,600.00        | .00                  | 548,600.00        | 82,800.00                     | .00                 | 548,600.00          | .00                          | 100%             | 548,300.00     |
| Fund 470 - COURT BUILDING IMPROVEMENTS Totals | \$51,400.00       | \$0.00               | \$51,400.00       | (\$16,955.88)                 | \$0.00              | \$127,844.02        | (\$76,444.02)                |                  | (\$175,370.95) |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                       | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 536 - NEWBURGH VILLAGE        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES  | 900,200.00        | .00                  | 900,200.00        | 71,706.42                     | .00                 | 803,365.11          | 96,834.89                    | 89               | 819,870.57     |
| REVENUE TOTALS                     | \$900,200.00      | \$0.00               | \$900,200.00      | \$71,706.42                   | \$0.00              | \$803,365.11        | \$96,834.89                  | 89%              | \$819,870.57   |
| EXPENSE                            |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 677 - NEWBURGH VILLAGE  | 1,101,864.00      | 183,143.00           | 1,285,007.00      | 196,509.45                    | 7,100.00            | 900,312.11          | 377,594.89                   | 71               | 1,476,137.84   |
| EXPENSE TOTALS                     | \$1,101,864.00    | \$183,143.00         | \$1,285,007.00    | \$196,509.45                  | \$7,100.00          | \$900,312.11        | \$377,594.89                 | 71%              | \$1,476,137.84 |
| Fund 536 - NEWBURGH VILLAGE Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                     | 900,200.00        | .00                  | 900,200.00        | 71,706.42                     | .00                 | 803,365.11          | 96,834.89                    | 89%              | 819,870.57     |
| EXPENSE TOTALS                     | 1,101,864.00      | 183,143.00           | 1,285,007.00      | 196,509.45                    | 7,100.00            | 900,312.11          | 377,594.89                   | 71%              | 1,476,137.84   |
| Fund 536 - NEWBURGH VILLAGE Totals | (\$201,664.00)    | (\$183,143.00)       | (\$384,807.00)    | (\$124,803.03)                | (\$7,100.00)        | (\$96,947.00)       | (\$280,760.00)               |                  | (\$656,267.27) |





# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                          | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|---------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 538 - SILVER VILLAGE FUND        |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES     | 750,780.00        | .00                  | 750,780.00        | 62,502.44                     | .00                 | 722,374.44          | 28,405.56                    | 96               | 674,232.54     |
| REVENUE TOTALS                        | \$750,780.00      | \$0.00               | \$750,780.00      | \$62,502.44                   | \$0.00              | \$722,374.44        | \$28,405.56                  | 96%              | \$674,232.54   |
| EXPENSE                               |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 676 - SILVER VILLAGE       | 724,020.00        | 104,516.00           | 828,536.00        | 70,665.78                     | .00                 | 635,283.19          | 193,252.81                   | 77               | 604,779.61     |
| EXPENSE TOTALS                        | \$724,020.00      | \$104,516.00         | \$828,536.00      | \$70,665.78                   | \$0.00              | \$635,283.19        | \$193,252.81                 | 77%              | \$604,779.61   |
| Fund 538 - SILVER VILLAGE FUND Totals |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                        | 750,780.00        | .00                  | 750,780.00        | 62,502.44                     | .00                 | 722,374.44          | 28,405.56                    | 96%              | 674,232.54     |
| EXPENSE TOTALS                        | 724,020.00        | 104,516.00           | 828,536.00        | 70,665.78                     | .00                 | 635,283.19          | 193,252.81                   | 77%              | 604,779.61     |
| Fund 538 - SILVER VILLAGE FUND Totals | \$26,760.00       | (\$104,516.00)       | (\$77,756.00)     | (\$8,163.34)                  | \$0.00              | \$87,091.25         | (\$164,847.25)               |                  | \$69,452.93    |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                        | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD |
|-------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|----------------|
| Fund 584 - GOLF COURSE FUND         |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE                             |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES   | 2,289,051.00      | .00                  | 2,289,051.00      | 210,730.18                    | .00                 | 2,536,614.53        | (247,563.53)                 | 111              | 2,392,745.06   |
| REVENUE TOTALS                      | \$2,289,051.00    | \$0.00               | \$2,289,051.00    | \$210,730.18                  | \$0.00              | \$2,536,614.53      | (\$247,563.53)               | 111%             | \$2,392,745.06 |
| EXPENSE                             |                   |                      |                   |                               |                     |                     |                              |                  |                |
| Department 000 - ACCOUNT BALANCES   | 250,000.00        | .00                  | 250,000.00        | .00                           | .00                 | 250,000.00          | .00                          | 100              | .00            |
| Department 773 - WHISPERING WILLOWS | 790,311.00        | 10,549.00            | 800,860.00        | 89,648.91                     | .00                 | 737,849.98          | 63,010.02                    | 92               | 656,949.60     |
| Department 774 - IDYL WYLD          | 645,211.00        | 13,832.00            | 659,043.00        | 66,186.07                     | .00                 | 608,790.36          | 50,252.64                    | 92               | 574,667.31     |
| Department 775 - FOX CREEK          | 810,581.00        | (24,381.00)          | 786,200.00        | 80,711.64                     | .00                 | 708,566.94          | 77,633.06                    | 90               | 967,751.99     |
| EXPENSE TOTALS                      | \$2,496,103.00    | \$0.00               | \$2,496,103.00    | \$236,546.62                  | \$0.00              | \$2,305,207.28      | \$190,895.72                 | 92%              | \$2,199,368.90 |
| Fund 584 - GOLF COURSE FUND Totals  |                   |                      |                   |                               |                     |                     |                              |                  |                |
| REVENUE TOTALS                      | 2,289,051.00      | .00                  | 2,289,051.00      | 210,730.18                    | .00                 | 2,536,614.53        | (247,563.53)                 | 111%             | 2,392,745.06   |
| EXPENSE TOTALS                      | 2,496,103.00      | .00                  | 2,496,103.00      | 236,546.62                    | .00                 | 2,305,207.28        | 190,895.72                   | 92%              | 2,199,368.90   |
| Fund 584 - GOLF COURSE FUND Totals  | (\$207,052.00)    | \$0.00               | (\$207,052.00)    | (\$25,816.44)                 | \$0.00              | \$231,407.25        | (\$438,459.25)               |                  | \$193,376.16   |



# BUDGET TO ACTUAL - COUNCIL SUMMARY - 10/31/2024

Through 10/31/24

Prior Fiscal Year Activity Included

| Organization                            | Adopted<br>Budget | Budget<br>Amendments | Amended<br>Budget | Current Month<br>Transactions | YTD<br>Encumbrances | YTD<br>Transactions | Budget - YTD<br>Transactions | % Used/<br>Rec'd | Prior Year YTD  |
|-----------------------------------------|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------|
| Fund 592 - WATER AND SEWER FUND         |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 000 - ACCOUNT BALANCES       | 45,909,967.00     | .00                  | 45,909,967.00     | 4,656,712.29                  | .00                 | 44,595,788.40       | 1,314,178.60                 | 97               | 41,286,114.76   |
| Department 558 - W & S FINANCIAL ADMIN  | .00               | .00                  | .00               | .00                           | .00                 | .00                 | .00                          | +++              | .00             |
| REVENUE TOTALS                          | \$45,909,967.00   | \$0.00               | \$45,909,967.00   | \$4,656,712.29                | \$0.00              | \$44,595,788.40     | \$1,314,178.60               | 97%              | \$41,286,114.76 |
| EXPENSE                                 |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| Department 558 - W & S FINANCIAL ADMIN  | 35,408,704.00     | 25,574.00            | 35,434,278.00     | 2,907,354.72                  | 1,000.00            | 32,148,787.99       | 3,284,490.01                 | 91               | 31,619,019.97   |
| Department 559 - W & S FIELD OPERATIONS | 9,236,819.00      | 2,059,940.00         | 11,296,759.00     | 1,048,370.65                  | 36,901.77           | 7,447,497.89        | 3,812,359.34                 | 66               | 7,779,438.57    |
| EXPENSE TOTALS                          | \$44,645,523.00   | \$2,085,514.00       | \$46,731,037.00   | \$3,955,725.37                | \$37,901.77         | \$39,596,285.88     | \$7,096,849.35               | 85%              | \$39,398,458.54 |
| Fund 592 - WATER AND SEWER FUND Totals  |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 45,909,967.00     | .00                  | 45,909,967.00     | 4,656,712.29                  | .00                 | 44,595,788.40       | 1,314,178.60                 | 97%              | 41,286,114.76   |
| EXPENSE TOTALS                          | 44,645,523.00     | 2,085,514.00         | 46,731,037.00     | 3,955,725.37                  | 37,901.77           | 39,596,285.88       | 7,096,849.35                 | 85%              | 39,398,458.54   |
| Fund 592 - WATER AND SEWER FUND Totals  | \$1,264,444.00    | (\$2,085,514.00)     | (\$821,070.00)    | \$700,986.92                  | (\$37,901.77)       | \$4,999,502.52      | (\$5,782,670.75)             |                  | \$1,887,656.22  |
| Grand Totals                            |                   |                      |                   |                               |                     |                     |                              |                  |                 |
| REVENUE TOTALS                          | 198,934,308.00    | 2,887,190.00         | 201,821,498.00    | 11,281,215.38                 | .00                 | 190,895,456.71      | 10,926,041.29                | 95%              | 179,409,024.77  |
| EXPENSE TOTALS                          | 205,240,767.00    | 28,624,667.00        | 233,865,434.00    | 18,004,111.33                 | 6,903,281.12        | 176,700,381.17      | 50,261,771.71                | 79%              | 163,178,111.30  |
| Grand Totals                            | (\$6,306,459.00)  | (\$25,737,477.00)    | (\$32,043,936.00) | (\$6,722,895.95)              | (\$6,903,281.12)    | \$14,195,075.54     | (\$39,335,730.42)            |                  | \$16,230,913.47 |

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

1. REQUEST TO BARRICADE CITY STREETS: Chris Inch, Six Mile Track Club Coach, re: on Friday, August 15, 2025, from 12:00 p.m. through Saturday, August 16, 2025, at 12:00 a.m., with a rain date of August 16, 2025, on Perth Street from Stark Road until it dead-ends West of Farmington, for a nighttime high school cross country meet.

Mark Lauzon, 19783 Gary Lane, was present to answer any questions of Council. Mr. Lauzon indicated he was present instead of Coach Inch who was ill. Mr. Lauzon stated this is their fifth annual event and they have had much success. He indicated the event has grown in size over the years and reported they had approximately 1,500 runners at last year's meet. Mr. Lauzon indicated their event is the eighth largest track meet in the state.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

1.

Clerk  
January 31, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

### AGENDA ITEM

REQUEST TO BARRICADE CITY STREETS: Chris Inch, Six Mile Track Club Coach, re: on Friday, August 15, 2025, from 12:00 p.m. through Saturday, August 16, 2025, at 12:00 a.m., with a rain date of August 16, 2025, on Perth Street from Stark Road until it dead-ends West of Farmington, for a nighttime high school cross-country meet.

### BACKGROUND DETAILS

Request to barricade streets from Chris Inch, Stevenson Cross Country Head Coach, re: on Friday, August 15, 2025, from 12:00 p.m. through Saturday, August 16, 2025, at 12:00 a.m., with a rain date of August 16, 2025, on Perth Street from Stark Road until it dead-ends West of Farmington, for a nighttime high school cross country meet. This is the Lamplighter Invite.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Approve as submitted.

### ATTACHMENTS

1. S022425, Chris Inch, 6 Mile Track Club event Barricading Longacre st

### APPROVED BY

Lori Miller, MiPMC Level 2, City Clerk

Date: February 14, 2025

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or  
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097  
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

**PLEASE PRINT**

Date of Application: 1/22/25 Date to appear at a Council Meeting: Feb 24th  
Chris Inch - Six Mile Track Club  
Name of Neighborhood Representative: Mark Lauzon - Event helper/Volunteer  
Chris = 23522 Longacre St. Mark: 19783 Gary  
Address (please include zip code): Farmington, 48335 Livonia, 48152  
Telephone Number with area code: Home: Chris: 248-910-9481 Office: Mark: 248-802-2540  
Email: chrisinch@gmail.com  
marklauzon@gmail.com

Please circle what is being requested - "BLOCK PARTY" and/or **"STREET BARRICADING"**  
Friday Saturday  
August 15, 2025 August 16, 2025 Start = noon; end 12:00 AM  
Date of Block Party Rain Date Start/end time of Block Party and/or Barricading  
and/or Barricading **End time is no later than 10:00 p.m.**

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Barricading Perth Street at Stark Road

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.)

The Lamplighter Invite; Middle School and  
High School Cross Country meet.

How many barricades are you requesting (max. 10)? 4

Approximate Number Attending: 4000 runners, spectators and volunteers.

Date of Council Approval/Denial: \_\_\_\_\_

Council Resolution Number: \_\_\_\_\_

**From:** [Uhazie, Jacob](#)  
**To:** [Kasprowicz, Sara](#)  
**Subject:** New Data for Petition 2025-01-02-01  
**Date:** Friday, February 21, 2025 11:07:49 AM  
**Attachments:** [2025-01-02-01\\_Set of Plans \(2025-02-21\).pdf](#)

---

Sara,

We received a revised site plan for petition 2025-01-02-01 at 27819 Plymouth. Please see attached to add to the Council Information.

Thank you

**Jacob Uhazie**

Assistant Planning Director  
City of Livonia | Planning Department  
(734) 466-2293 | (734) 674-7647  
[juhazie@livonia.gov](mailto:juhazie@livonia.gov)



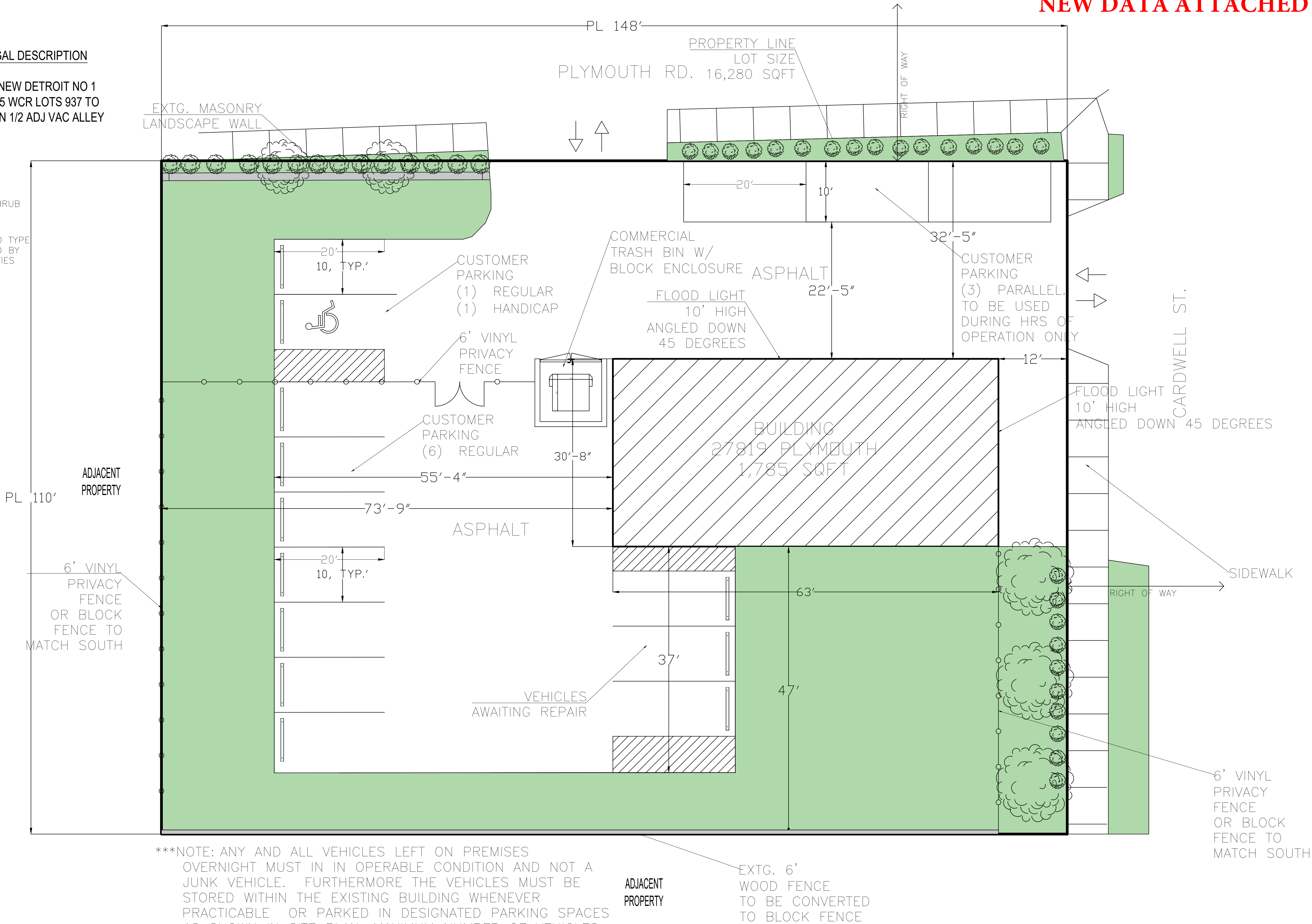
PLANNING COMMISSION  
NEW DATA ATTACHED

PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY

BOXWOOD SHRUB

TREE, SPECIES AND TYPE  
TO BE APPROVED BY  
LOCAL AUTHORITIES



\*\*\*NOTE: ANY AND ALL VEHICLES LEFT ON PREMISES  
OVERNIGHT MUST IN IN OPERABLE CONDITION AND NOT A  
JUNK VEHICLE. FURTHERMORE THE VEHICLES MUST BE  
STORED WITHIN THE EXISTING BUILDING WHENEVER  
PRACTICABLE OR PARKED IN DESIGNATED PARKING SPACES  
AS SHOWN IN SITE PLAN. MAXIMUM NUMBER OF VEHICLES  
TO BE KEPT OUT DOORS IS (10) TOTAL.

1 SITE / LANDSCAPE PLAN SKETCH  
1/8" = 1'0"

General Notes

NOT FOR CONSTRUCTION

ALL EXISTING CONDITIONS AND  
DIMENSIONS  
SUBJECT TO FURTHER VERIFICATION  
IN FIELD BY ANY FUTURE  
ARCHITECT, ENGINEER AND/OR  
CONTRACTOR

DESIGN PROVIDED BY OWNER

CONTRACTOR/OWNER IS SOLELY  
RESPONSIBLE TO COMPLY WITH ALL  
LOCAL BUILDING CODES,  
REGULATIONS & STANDARDS, ZONING  
ORDINANCES AND ADA COMPLIANCE

(10) TOTAL PARKING SPACES  
INCLUDING (1) HANDICAP BASED ON  
AT LEAST 2 SPACES PER 100 DOOR  
BAY PLUS (1) FOR EACH EMPLOYEE

4,200 SQFT OF LANDSCAPING  
PROVIDED, > 25% OF TOTAL SITE

|     |                |         |
|-----|----------------|---------|
| 1   | SKETCH         | 2/19/25 |
| No. | Revision/Issue | Date    |

Firm Name and Address

YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

Project Name and Address

27819 PLYMOUTH,  
LIVONIA, MI 48150

Project

Date  
12/15/2024

Scale  
1/8" = 1'0"

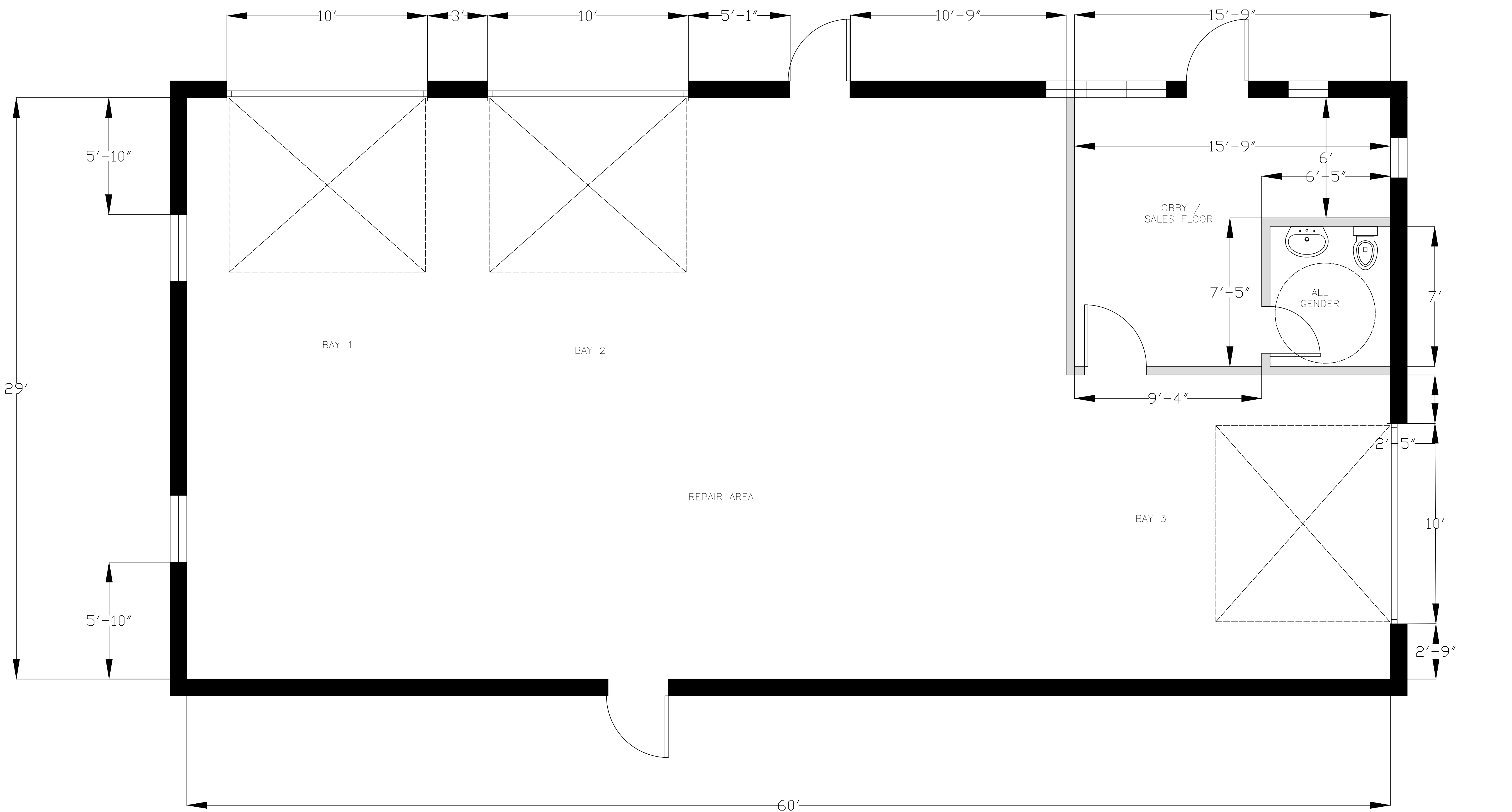
Sheet

A3.0



PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY



1 EXISTING LAYOUT SKETCH  
3/8" = 1'0"

General Notes

NOT FOR CONSTRUCTION

ALL EXISTING CONDITIONS AND DIMENSIONS SUBJECT TO FURTHER VERIFICATION IN FIELD BY ANY FUTURE ARCHITECT, ENGINEER AND/OR CONTRACTOR

DESIGN PROVIDED BY OWNER

CONTRACTOR/OWNER IS SOLELY RESPONSIBLE TO COMPLY WITH ALL LOCAL BUILDING CODES, REGULATIONS & STANDARDS, ZONING ORDINANCES AND ADA COMPLIANCE

|     |                |          |
|-----|----------------|----------|
| 1   | SKETCH         | 12/15/24 |
| No. | Revision/Issue | Date     |

Firm Name and Address

YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

Project Name and Address

27819 PLYMOUTH,  
LIVONIA, MI 48150

Project

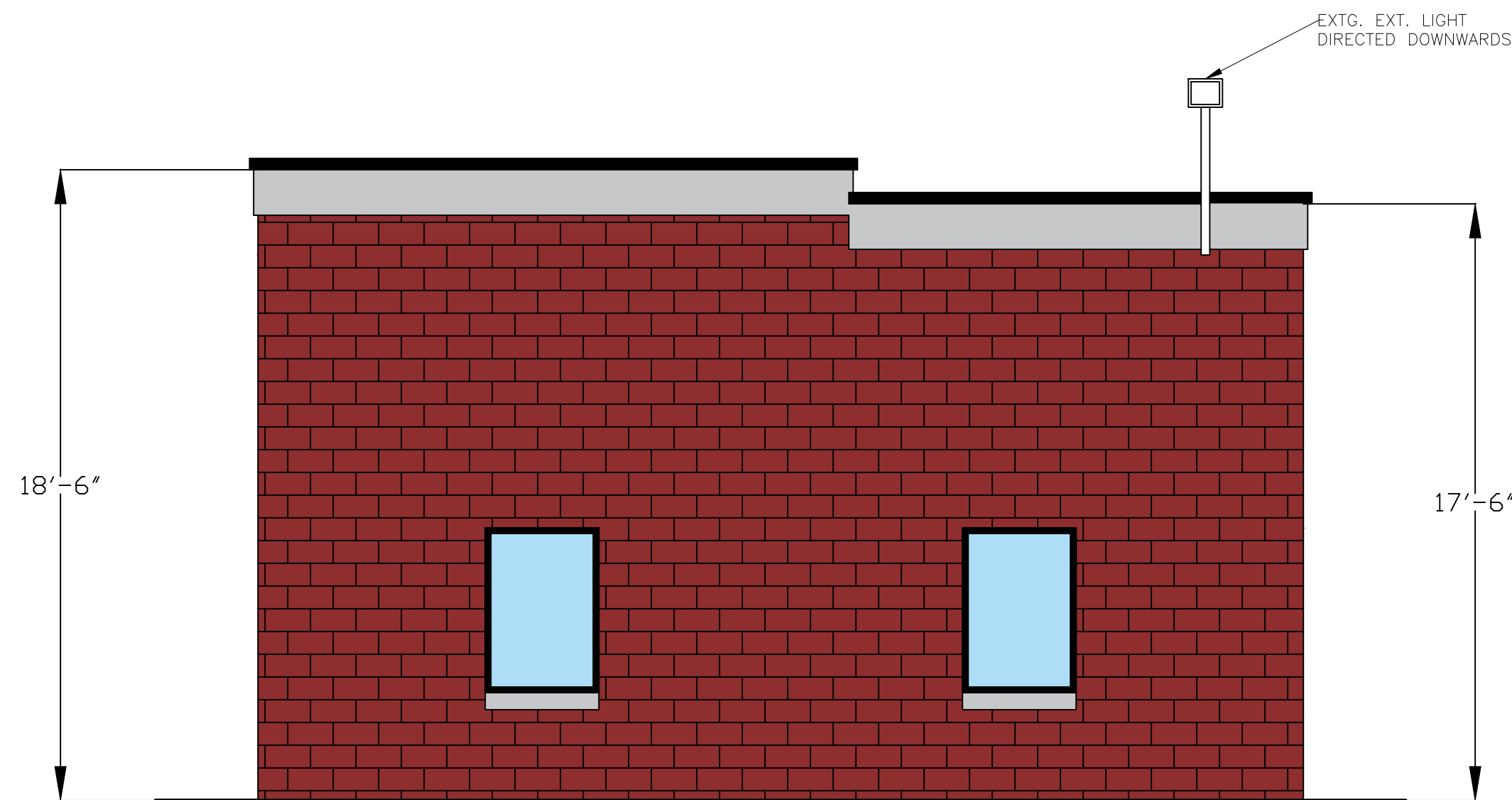
Date  
12/15/2024

Scale  
3/8" = 1'0"

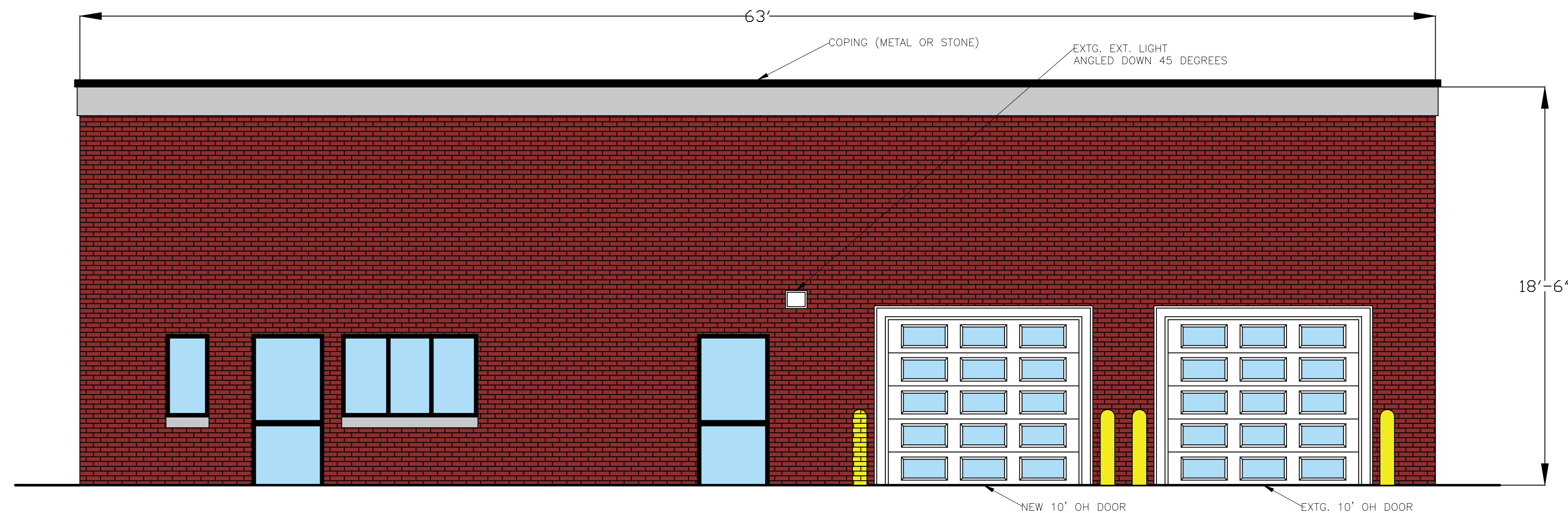
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A1.0

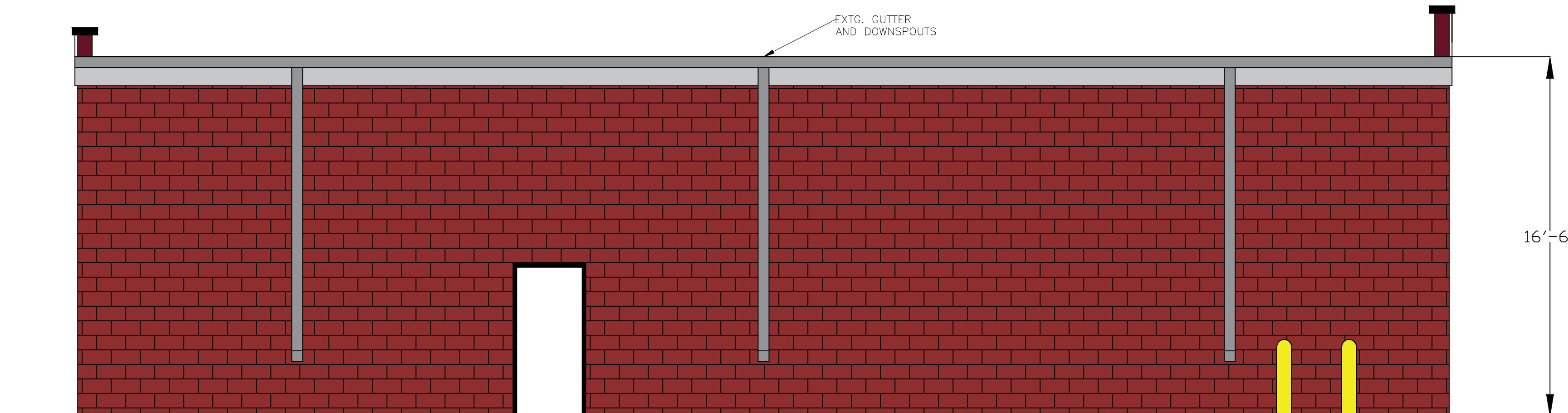




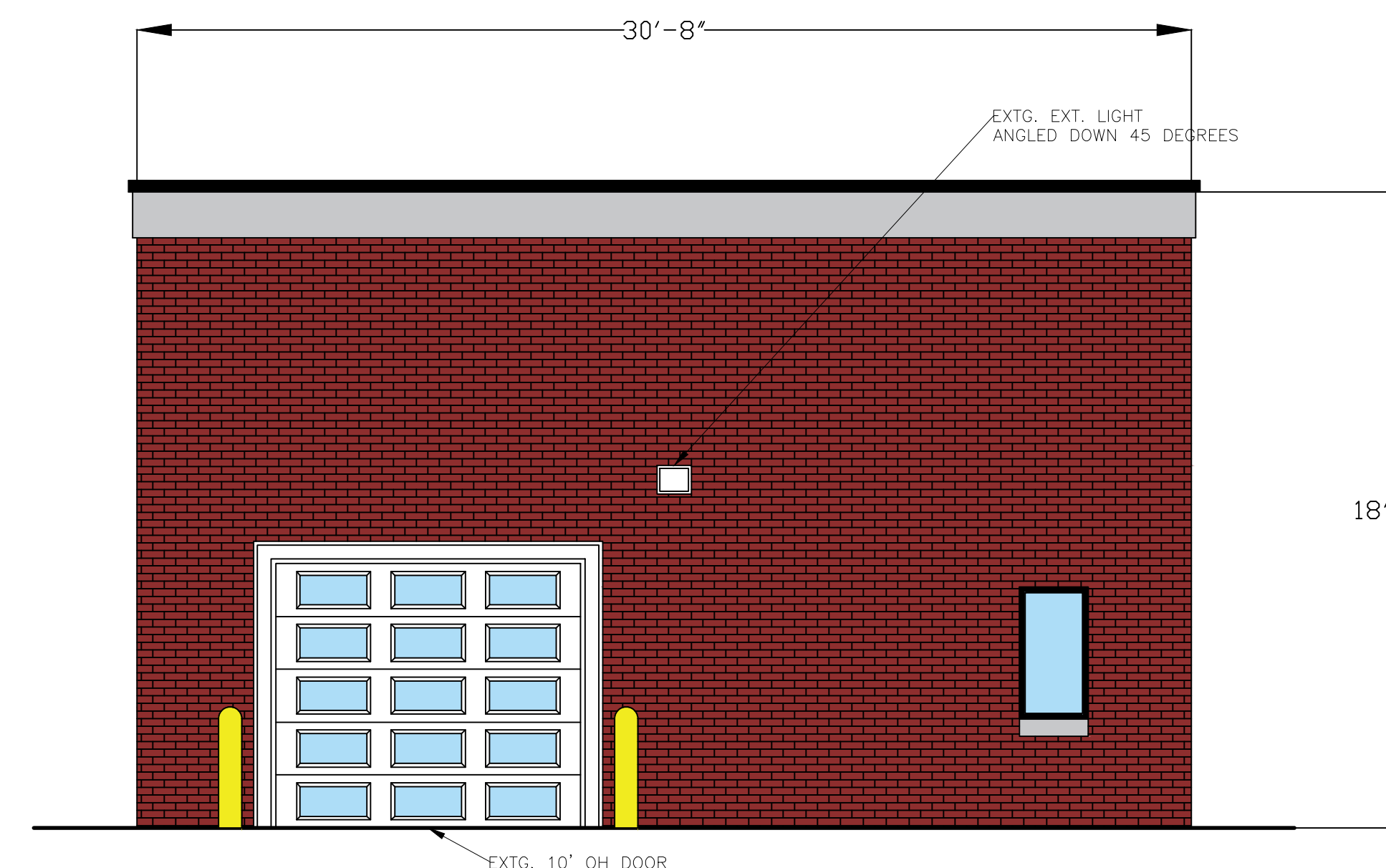
1 WEST ELEVATION SKETCH  
1/4" = 1'0"



2 NORTH ELEVATION SKETCH  
1/4" = 1'0"



3 SOUTH ELEVATION SKETCH  
1/4" = 1'0"



4 EAST ELEVATION SKETCH  
1/4" = 1'0"

## PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY

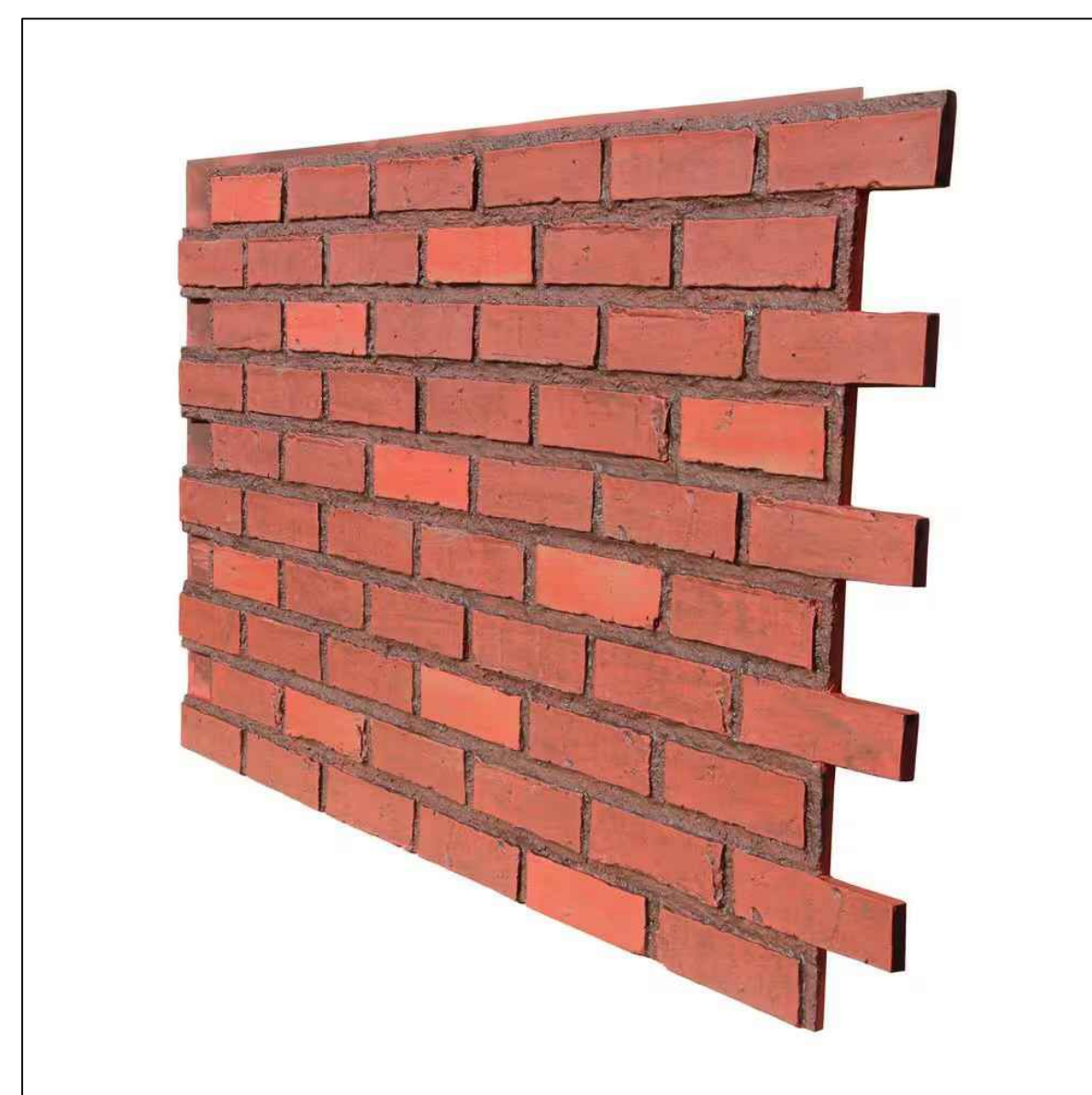


IMAGE 1

## SCOPE OF WORK PROVIDED BY OWNER

### NORTH AND EAST ELEVATIONS:

1. REMOVE EXISTING EXISTING STUCCO VENEER - REPLACE WITH BRICK VENEER, ENTIRE FACADE. SEE IMAGE 1
2. REMOVE CANOPY AND ALUMINUM FASCIA AND ALL ASSOCIATED FRAMING
3. NEW ALUMINUM OR STONE COPING AND FASCIA TO BE INSTALLED AT PARAPET,
4. ALL EXISTING WINDOWS, LINTELS AND DOORS TO REMAIN. NEW TRIM, FLASHING, ETC. TO BE INSTALLED
5. NEW 10' OH DOOR TO BE INSTALLED AT EXISTING LINTEL HEADER PER DRAWING
6. NEW MAN DOOR WITH ASSOCIATED HEADER AND FRAMING PER DRAWING

### SOUTH AND WEST ELEVATIONS:

1. PATCH AND REPAIR EXISTING EXTERIOR BRICK/CMU WALLS
2. FINISH PAINT WITH EXTERIOR GRADE MASONRY PAINT
3. NEW ALUMINUM COPING TO BE INSTALLED AT PARAPET
4. EXISTING GUTTER AND DOWNSPOUT TO REMAIN

### General Notes

#### NOT FOR CONSTRUCTION

ALL EXISTING CONDITIONS AND  
DIMENSIONS  
SUBJECT TO FURTHER VERIFICATION  
IN FIELD BY ANY FUTURE  
ARCHITECT, ENGINEER AND/OR  
CONTRACTOR

DESIGN PROVIDED BY OWNER

CONTRACTOR/OWNER IS SOLELY  
RESPONSIBLE TO COMPLY WITH ALL  
LOCAL BUILDING CODES,  
REGULATIONS & STANDARDS, ZONING  
ORDINANCES AND ADA COMPLIANCE

|     |                |          |
|-----|----------------|----------|
| 1   | SKETCH         | 12/15/24 |
| No. | Revision/Issue | Date     |

### Firm Name and Address

YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

### Project Name and Address

27819 PLYMOUTH,  
LIVONIA, MI 48150

|                      |       |
|----------------------|-------|
| Project              | Sheet |
| Date<br>12/15/2024   | A2.0  |
| Scale<br>1/4" = 1'0" |       |

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

2.

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

3. WAIVER PETITION: Planning Commission, re: Petition 2025-01-02-01 submitted by Eman Enterprises LLC, requesting waiver use approval to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast  $\frac{1}{4}$  of Section 34.

Mark Taormina, City Planning and Economic Development Director, presented the waiver petition to the Council. Mr. Taormina stated the request is to renovate the former Mickey Schore Electronics building on Plymouth Road for use as a vehicle repair facility. Mr. Taormina indicated the building is roughly 2,000 sq. feet in size with two driveways, one off Plymouth Road and the second from Cardwell. Mr. Taormina stated the plans shows three work bays that will operate with three employees, with the minimum amount of parking outlined for the employees. The dumpster as shown on the plans is situated in the northwest corner of the building, but there is no definitive landscaping plan with the species. Mr. Taormina stated the fence on the site plan will require approval by the Zoning Board of Appeals. The thin brick material as shown on the architectural plans will need to be looked at, and the Inspection Department will need to be involved. Mr. Taormina stated the parking lot lighting shown is not what is recommended and there are outstanding taxes owed on the property, but not sure if that has been resolved. The approving resolution submitted by the Planning Commission does address all the issues raised.

Mohamed Essan, 27819 Plymouth Road, was present to answer questions. Mr. Essan indicated he wanted to open the business for auto repair and has had previous repair shops in the past. Mr. Essan indicated the building is in bad shape and there are three overhead doors that exist on the property, but they have been covered, and the below ground hoists at the location will be removed and he plans to install above-ground hoists for vehicles.

Councilmember Donovic inquired about the existing fencing on the property and Mr. Taormina stated it would need to be replaced with the appropriate fencing and necessary landscaping. Councilmember Donovic stated he would like to work with the petitioner to make sure the property is cleaned up and no longer an eye soar. He inquired if the Petitioner would be amenable to continue the use of brick veneer on the west side of the building and Mr. Essan agreed.

Councilmember Budzinski inquired if the delinquent taxes for the property had been paid and Mr. Essan responded as far as he knew. Councilmember Budzinski expressed shared concerns expressed by Councilmember Donovic as far as how it will look for a major thoroughfare they are trying to improve and asked various

questions about how work will be done on the property and what the daily operations involve.

Susan Nash, City Treasurer, confirmed there are no outstanding taxes owed on the subject property.

Mr. Essan outlined the various features of the site plan as submitted, including the enclosure of the back part of the property, so no vehicles would be viewable from the roadway. Mr. Essan stated all vehicles to be worked on would either be inside the building or behind the brick wall at the back of the property.

Councilmember Toy inquired about the petitioner's experience in this type of industry and inquired if the dumpster enclosure could be moved to the back of the property, stating a large dumpster right along the Plymouth Road roadway would not be pleasant to see.

Following Council questions and discussion, it was determined the matter is not resolved completely, there are additional concerns for the property and the petitioner needed to provide more detailed answers and updated plans to see if the requested matters could be resolved to meet the requirements of the Planning Commission, Building Department, and applicable Ordinances and the views shared by the Council.

DIRECTION:

COW

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning  
February 6, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Mark Taormina, Planning and Economic Development Director

### AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2025-01-02-01 submitted by Eman Enterprises LLC, requesting waiver use approval to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast  $\frac{1}{4}$  of Section 34.

### BACKGROUND DETAILS

February 10, 2025

Honorable Members of the City Council  
City of Livonia, Michigan

Re: Petition 2025-01-02-01 - Eman Enterprises LLC

Dear Council Members:

At the 1,225th Meeting held by the Livonia City Planning Commission on February 4, 2025, the following resolution was adopted:

**PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)**

#02-03-2025 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on February 4, 2025, on Petition 2025-01-02-01 submitted by Eman Enterprises LLC requesting waiver use approval pursuant to Section 6.06 of the City of Livonia Zoning Ordinance, as amended, to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast  $\frac{1}{4}$  of Section 34, be approved subject to the following conditions:

1. That the Site Plan identified as Sheet No. A3.0, received January 31, 2025, prepared by Yahana Design & Consulting, is hereby approved and shall be adhered to;
2. That the Elevation Plan identified as Sheet No. A2, received January 31, 2025, prepared by Yahana Design & Consulting, is hereby approved and shall be adhered to;



3. Landscaping tree species shall be selected to the satisfaction of the Planning Department and shall conform with the ordinance requirements which may include the existing trees in the Plymouth Road right of way;
4. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be 10' wide and 20' deep and double striped;
5. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free Code;
6. An enclosure of sufficient height to completely screen the dumpster is required on three (3) sides of the waste receptacle, with a solid gate on the fourth side. The height of the enclosure must be not less than six (6) feet or at least one (1) foot above the height of the dumpster, whichever is greater. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times. The enclosure must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality;
7. A variance from the Zoning Board of Appeals would be required for the proposed 6-foot-tall vinyl fencing proposed on the east, west and south sides of the enclosed parking area;
8. That all light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways;
9. Any vehicles left on the premises overnight must be in operable condition and not junk vehicles, and must be stored inside the building whenever practicable, or parked in designated parking spaces as shown on the approved site plan, with a maximum of 10 vehicles located outside. Seven parking spaces shall be on the existing paved parking area along the west property line, and three of which shall be located as close as practicable to the south wall of the existing building, so that the existing grass area south of the building is maintained to the greatest possible extent, to the satisfaction of the Inspection and Planning Departments.
10. That on-street parking of vehicles along Cardwell Street is prohibited and no vehicles shall be parked between the building and Cardwell Street right-of-way.
11. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products, junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall always be closed;
12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
13. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;



14. The overall average illumination level for the parking lots shall be 1.0- foot candle as provided under Section 7.22 of the Zoning Ordinance;

15. That unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited;

16. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and

17. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Zoning Ordinance, as amended.

#### ATTACHMENTS

1. 2025-01-02-01\_E-COUNCIL Pkt

#### APPROVED BY



Date: February 12, 2025

Mark Taormina, Planning and Economic Development Director



Date: February 14, 2025

Maureen Miller Brosnan, Mayor

**Petition 2025-01-02-01 submitted by Eman Enterprises LLC**

requesting waiver use approval pursuant to Section 6.6 of the City of Lionia Zoning Ordinance, as amended, to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 2711 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast of Section 34.



**CITY OF LIVONIA, MICHIGAN**  
**APPLICATION FOR WAIVER USE APPROVAL**

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature.

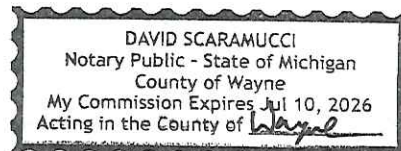
**For filing fee see below for computation**

Date Filed: 1-2-25 Petition 2025-1-02-01  
Site Address: 27819 Plymouth Rd Sidwell 141 02 0937 000 Zoning of Property C-2  
Requesting Approval To Automotive Repair  
Applicant: Mohammed Essa Business/Company: Eman Enterprises LLC  
Applicant's Address: 4320 Seymour City: Dearborn State: Mi Zip Code: 48126  
Applicant's Phone # (313) 850-7130 Applicant's Email Moessa1@yahoo.com  
Contact Person: MOE Business/Company: \_\_\_\_\_  
Contact's Address: 4320 Seymour City: Dearborn State: Mi Zip Code: 48126  
Contact's Phone # (313) 850-7130 Contact's Email Moessa1@yahoo.com

**Please provide the following information:**

- 1) **Site Plan** showing:
  - property dimensions, including road right-of-way & building setback lines
  - foot print of building(s), including dimensions & square footage
  - all easements, protective walls, sidewalks & existing trees
  - any significant topographic features (existing or proposed)
  - parking layout, including type of surface material, sizes of spaces & aisles
  - method used in calculating parking requirement
  - location of light standards servicing parking lot & cutout showing type & height
  - location of trash receptacle, including description of screening
  - location of signs
- 2) **Detailed Landscape Plan** including:
  - listing or labeling of all planted materials as to type and size
  - areas to be fully irrigated
  - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
  - architectural quality
  - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
  - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
  - floor layout
  - entrances & exits
  - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), **a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to planning@livonia.gov**
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) Three (3) completed application forms & **three (3)** sets of full-size drawings

RECEIVED  
OFFICE OF THE CITY CLERK  
2025 JAN -2 PM 3:08



**You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.**

|                                                                                                                          |                                    |                                                                |
|--------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------|
| <b>FEE COMPUTATION</b>                                                                                                   | <b>\$700.00</b>                    | <b>(\$400 publication fee plus \$300 base review fee) plus</b> |
| <u>0</u> sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction. |                                    |                                                                |
|                                                                                                                          | (NOTE: Round off to nearest 1,000) | +                                                              |
|                                                                                                                          | Total Amount Due                   | \$ <u>700.00</u>                                               |

Owner of Property: Eman Enterprises LLC  
Owner's Address: 4320 Seymour City: Dearborn State: Mi Zip Code: 48126  
Owner's Phone # (313) 850-7130 Owner's Email Moessa1@yahoo.com  
Signature of Owner: [Signature] Print Name: Mohammad Essa  
Subscribed and sworn to before me, a Notary Public in and for the County of Wayne State of Michigan  
on this 2nd day of January 2025.  
Signature of Notary [Signature] My commission expires 07/10/2026.  
Acting in the County of Wayne.

# **UNAPPROVED MINUTES**

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## **MINUTES OF THE 1,225<sup>th</sup> PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA**

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On Tuesday, February 4, 2025, the City Planning Commission of the City of Livonia held its 1,225<sup>th</sup> Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present:   Wafa Dinaro           Patrick Droze           David Bongero  
                          Sam Caramagno   Glen Long           Peter Ventura  
                          Ian Wilshaw

Members absent:   None

Mr. Jacob Uhazie, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

### **ITEM #1   PETITION 2025-01-02-01**

### **Eman Enterprises**

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2025-01-02-01 submitted by Eman Enterprises LLC requesting waiver use approval pursuant to Section 6.06 of the City of Livonia Zoning Ordinance, as amended, to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located

on the southwest corner of Plymouth and Cardwell Street in the Northeast ¼ of Section 34.

Mr. Wilshaw: Thank you, Mr. Secretary, Mr. Uhazie.

Mr. Uhazie: This is a request to renovate and operate automobile and light truck repair up to one ton, which is regulated under Section 6.06 of the zoning ordinance. As mentioned, it is located on the southwest corner of Plymouth and Cardwell Street. The existing zoning is C-2 (General business). To the north and northwest are commercial properties which are zoned C-1 (Local business), while the northeast is zoned C-2 as well. To the east, across Cardwell Street is the Royal Motor Inn, which is zoned C-2. To the south is the Thomas Elliott subdivision and is zoned N1 for neighborhood. And finally, to the west of the site is a small commercial building zoned C-2. A little history on the site. The site was previously approved to be light auto repair facility in 1971 and again in 1982, although the use was never put into operation. The prior occupant was Mickey Shorr Electronics, who was granted approval to expand the existing building in 1987. The building currently sits vacant. The subject property is 0.37 acres in area with 148 feet of frontage on Plymouth Road and 110 feet along Cardwell Street. The existing building measures approximately 2,049 square feet with two driveways that provide access to the site, one on Plymouth Road and another off of Cardwell Street. Parking requirements for automobile and truck repair facilities are required as two spaces for each workstation, plus one space per employee. The floor plan shows three bays and three workstations that would operate with up to three employees. The minimum required parking is nine for the three bays. We have received an updated site plan since our study session. This new site plan shows three parallel parking spaces next to the Plymouth Road right of way, and an additional eight parking spaces along the western property line. The parking configuration on the plan shows five parking spaces are located in front of the site, and another 10 additional spaces are behind the proposed fencing area. Under Section 6.06 all vehicles left at the facility for repair overnight must be stored within the building, and absolutely no dismantled damage or unlicensed vehicles shall be permitted on the site. The ordinance also states that the total number of vehicles stored and awaiting work shall be subject to recommendation by the Planning Commission and be approved by City Council. Another change from the study session is the dumpster enclosure has been moved from the rear of the site and attached to the northwest corner of the building. The site plan

shows additional landscaping was added along Plymouth Road and Cardwell Street. Along Plymouth Road, there are 14 shrubs, two trees, which are located in front of the PRDA fencing, and an additional 16 shrubs located between the driveway and the corner. On Cardwell Street the plan shows three deciduous trees and 10 shrubs. The shrub species are listed as boxwood and the type of trees not given, but the plan states that the specific species will be selected from the Livonia approved species list. The zoning ordinance requires the following on Plymouth Road: three deciduous trees or evergreen, two ornamental trees and 24 shrubs, and along Cardwell Street, two deciduous trees or evergreen, one ornamental and 10 shrubs. The site plan also shows updates to the existing and proposed fencing. The existing wooden fence at the rear of the property would be replaced with a six-foot high masonry wall. The rest of the fencing is listed as being a six-foot-high vinyl privacy fence, or block fence to match the proposed rear wall. No signage plans were submitted with this petition. On the elevations the existing stucco veneer would be replaced by a brick veneer on the north and east walls. The canopy, aluminum fascia and all associated framing would be removed and replaced with the new aluminum or stone coping and fascia at the parapet. All the existing windows and doors would remain. On the south and west elevation, exterior brick or CMU walls will be patched and repaired. The new elevation plan shows the daylighting of existing windows that are currently bricked over. One new window is shown on the east elevation, and there are two additional windows shown on the north elevation. Additionally, the updated elevation plan identifies lighting that will be angled down at 45 degrees. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Uhazie: The first item is from the Engineering Division, dated January 16, 2025, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items: 1. The subject parcel is assigned the address of #27819 Plymouth Road. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained. 2. The existing parcel is currently serviced by public sanitary sewer and water main. The submitted drawings do not include any proposed utility information or calculations, so we cannot comment on any proposed impacts*



to the existing systems, but we do not believe the proposed usage will adversely affect the existing utilities. Should alterations to the existing services be required, the owner shall submit drawings to this department to determine if permits will be required. 3. Although the drawings do not indicate any future utility information, it should be noted the any proposed re-development other than building renovations will be required to provide storm water improvements and detention per the Wayne County Stormwater Ordinance . 4. Any disturbances with the Plymouth Road right-of-way will require permits through the Michigan Department of Transportation, including drive approach and sidewalk removals and placements.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated January 31, 2025, which reads as follows: “ This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on the property located at the above referenced address. We have no objections to this proposal with the following stipulations: Evaluation for possible suppression system and fire alarm installation due to vehicles that are EV. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated January 17, 2025, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated January 29, 2025, which reads as follows: "Pursuant to your request, the above-referenced Petition has been reviewed. 1. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be 10' wide and 20' deep and double striped. 2. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free Code. 3. An enclosure of sufficient height to completely screen the dumpster is required on three (3) sides of the waste receptacle, with a solid gate on the fourth side. The height of the enclosure must be not less than six (6) feet or at least one (1) foot above the height of the dumpster, whichever is greater. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times. The enclosure must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality. 4. A variance from the Zoning Board of Appeals would be required for the proposed 6' tall vinyl fencing proposed. This Department has no further objections to this

*Petition..” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated January 31, 2025, which reads as follows: “I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.” The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated January 17, 2025, which reads as follows: “All taxes on this property are current.” The letter is signed by Susie Nash, Treasurer. Next is a letter from a resident, dated February 3, 2025, which reads as follows: “Dear City of Livonia Planning Commission and everyone this letter concerns, I am writing this letter regarding petition 2025-01-02-01 submitted by Eman Enterprises LLC. Property known as 27819 Plymouth Rd Livonia, MI. I own the residential property that is right next door to the above-mentioned property. I am writing this letter asking you not to approve this type of business. I will state my reasons. This property is not a large property. This would mean cars that are waiting to be worked on would be stored outside. The person that is looking at buying or leasing the mentioned property is already using the property to store vehicles. I have seen a tow truck going in and out of the property. Where would this tow truck be stored? Visually with the stored cars and tow truck, this would not be a good look to our neighborhood and community. This building currently has two bay doors. One facing north toward Plymouth Rd. The other facing east exiting out on to Cardwell. Cardwell is a residential street. Automobile repair facilities like the one mentioned above are generally noisy businesses. Air compressors are generally used with air tools such as air impact guns, air chisels and a variety of other air tools and hammering tools to remove broken and stuck parts on vehicles. There is also the noise of the tow truck and vehicles being moved around and stored on the property. Please refer to the maps of how my property 11563 Cardwell and 27819 Plymouth Rd are in close proximity of each other. There is very little distance between my residence and the business that is looking to get a waiver to use this property. The reason this property is not zoned for this type of business is to protect the residents from the above-mentioned concerns and noise. City of Livonia Planning Commission please look at the number of already existing auto repair facilities we already have in this area. The one mile of Plymouth Rd, between Middlebelt and Inkster roads, there are already seven Automobile repair facilities and one car wash. 1. Firestone Complete Auto Care 29200 Plymouth Rd. 2. Livonia Car & Truck Repair 28850*

Plymouth Rd 3. Oval Auto Repair 28735 Plymouth Rd 4. Speedy Auto Service 28411 Plymouth Rd 5. Livonia Auto Sellers 29068 Plymouth Rd 6. Feinn Tire Repair Facility 28055 Plymouth Rd 7. Raceway Pit Stop 28085 Plymouth Rd 8. Zax Auto Wash 36001 Plymouth Rd I would also like to remind the City of Livonia Planning Commission that a few years ago you denied a rezoning for a car dealership/repair facility for the same concerns as I have mentioned above. The property I am referring to is located at 28121 Plymouth Rd Livonia, MI 48150. This property was the former location of Penalty Box Bar. I ask that you reference back to the reason you did not rezone the above mentioned property and denied a waiver of use. One of the main reasons this business was denied a waiver of use, the size of the property and how close it was to the proximity of residential homes. This property at 28121 Plymouth Rd is larger in size and has more distance from the resident's home then the property at 27819 Plymouth Rd which is next to where I live. Another reason the Planning Commission denied a "waiver of use permit" was concern of noise pollution to the residential neighborhood. In closing, Livonia has zoning ordinances for a reason. The reason is to protect residents and neighborhoods from businesses that do not fit in a particular location. This business does not belong at this location and that is why a "waiver of use permit" is being asked for. I ask the City of Livonia to enforce the current zoning laws and deny this business. Thank you for your time." The letter is signed Jeff Nicholas, 11563 Cardwell, Livonia, MI. The last letter is from a resident, dated February 4, 2025, which reads as follows: "In regards to this I have some concerns. I am all for businesses being rehabilitated but when we have so many other car repair facilities on Plymouth road how will this affect business. What is the sound impact? Currently there is a bay that faces the neighborhood and my backyard faces that. I don't want to hear the various repair tools running all day. It's a large disruption to anyone If the business were to go in, I would say that the bays in use could only face Plymouth road, this would held reduce any excess noise going into it the neighborhood. No doors or bays facing residential areas. I can't imagine the sound for the person who lives directly behind it. I think there are other more commercial slots this would fit in. If the petition passes , I would also suggest that additional landscaping be put I place to reduce noise. What are the hours of this proposed business? Are we to hear the noise all day/evening and weekend? I enjoy my backyard and also wfh, if all I hear is pneumatic tools it will distract from enjoying my home and I would have to keep windows shut to avoid interruption to my work. Where will

*excess cars be parked? The lot is very very small and there is no room for parking. Will they park in the streets blocking spots for any residents to use? Overall I disagree with the petition and hope that Livonia agrees. Mickey shores was bad enough this will only be worse."* The email is signed Kelly Richard, Cavell St., Livonia, MI. That is the extent of the correspondence.

- Mr. Wilshaw: Is there anything else, Mr. Uhazie? Okay. Ms. Reece, just a question for you. You don't see this picture on the TV on the outside, do you? I don't think anybody's in the booth broadcasting. I just looked and I don't think we're live, so...I don't know they fall asleep or what? Thank you. I appreciate that.
- Mr. Wilshaw: We'll continue on with the meeting, though, because the show must go on, as they say, as our petitioner here. If you want to come forward to our podium. Is there any questions for our planning staff before we hear...Mr. Droze.
- Mr. Droze: I guess there is a question about landscaping. Do we count landscaping in the right way towards the site, or does it need to be on the site proper?
- Mr. Uhazie: We count on the site proper, but there have been cases where if the space isn't available, that can be counted or in lieu of some kind of stuff that we would require.
- Mr. Droze: And then one other question. There was a note on the building official regarding a variance being required for the fence. Is that related to the vinyl fence or the wall.
- Mr. Uhazie: I read that as the fencing along the west of the property adjacent to the other commercial properties.
- Mr. Droze: Okay, any idea why? Is that just typical?
- Mr. Uhazie: That's just the typical fencing process.
- Mr. Droze: Okay, got it. And then the last question, did we receive any information regarding the masonry wall? And maybe the petitioner can offer that, but I didn't see anything in the packet about the materials.
- Mr. Uhazie: No details about materials, just that it would be changed to a masonry wall.



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- Mr. Droze: Okay, thank you.
- Mr. Wilshaw: Thank you. Mr. Droze. Any other questions?
- Mr. Uhazie: I don't know why this went out.
- Mr. Wilshaw: Yeah, I think we got our broadcast going, though that may have knocked out your feed there.
- Mr. Wilshaw: I will let you work on that. Thank you. Ms Reece, for checking on that. Any other questions for planning staff? Mr. Bongero.
- Mr. Bongero: Jacob, so in the ordinance 6.06 they can't have any cars outside. They all have to be pulled inside the building at the end of the day?
- Mr. Uhazie: Unless that is waived by the Planning Commission and Council. It stipulates that, based off the plan, they can keep x amount of cars...
- Mr. Bongero: Because it's kind of confusing. It says no...all vehicles that are left for repair overnight must be stored within the building, and then it says Planning or Council can dictate how many numbers are stored inside.
- Mr. Uhazie: It is a little confusing, but if the Commission and Council decide to waive that, they can park the set number of cars outside in the rear part.
- Mr. Wilshaw: Okay, that's it. Appreciate Thank you.
- Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions for staff? Okay, I think we covered all that. Thank you, sir, for being here tonight. You're our petitioner, if you want to start with your name and address for our record.

Mohammed Essa, 27819 Plymouth Road, Livonia, MI.

- Mr. Wilshaw: Excellent. Thank you, sir. And what would you like to tell us about your business that you want to operate here?
- Mr. Essa: Well, the business, I believe, has been auto related since it was built. I think it was originally a gas station with auto service when it was originally built. I would like to continue the auto service. But, you know, include auto repair. There's currently three existing bay doors. The third door is hidden. I showed you guys

pictures last week, so that overhead door is still there. There's two in ground hoists that will be removed above hoist instead. So I would like to operate as an auto repair, light auto repair, you know, maintenance, brakes, tune ups, tires, mufflers, you know, exhaust, whatever, just maintenance, like the Midas down the street, basically. As far as I think Patrick was trying to zone in on the two trees, there's two Wayne County trees that are between Plymouth Road and the sidewalk. So, when we did the landscaping, I spoke with Jacob, I told him there's two already existing. I know they're not on the city side, but there's two on there, so we thought maybe we'll present that. We'll only plant the three in the front. That'll be a total of five, but if more are required, you know, we don't have a problem putting more trees. As far as that fence in the back, the whole reason to enclose that fence is to leave some cars outside overnight. The three parallel parking spots that we're proposing in front are only to be used during hours of operation. So, you can see that on the site plan. So if there is anything that's going to stay overnight, it'll be behind the wall. Nobody will see them from Plymouth Road at all.

Mr. Wilshaw: It'll be in the fenced area.

Mr. Essa: In the fenced area, correct.

Mr. Wilshaw: Anything else you'd like to tell us about your business before we go to questions?

Mr. Essa: Not really. I mean, unless you have any questions,

Mr. Wilshaw: We'll see what we have here. Any questions for our petitioner? Ms Dinaro.

Ms. Dinaro: I have some questions. So, since we saw the site plan at the study session, there's quite a few changes. Can you talk me through, specifically the fencing, the lighting and the landscaping?

Mr. Essa: Sure. Well, the fencing, the rear wall, Jacob told us, must be masonry, so we have to put that masonry. Depending on the pricing, and you know how it's going to turn out, I assume the east and west, you know, I didn't know whether I was going to go vinyl or masonry to match the rear wall yet, until I see what the estimates are for that. But the rear wall must be masonry because it attaches to a resident, so that's why we changed that to masonry instead of vinyl. The landscaping was updated

because it needed to be beefed up, as Jacob told us, so we tried to meet all of the ordinance requirements. I believe we met the shrub requirements on the north and the east side. We met the tree requirements on the east side, on Cardwell Street and on the north side, if you include the two trees that are preexisting from Wayne County, then we should meet those requirements as well. If you need more trees or shrubs, you know, I'm not opposed to it. Lighting is going to be nothing is going to shine towards the street. They're going to be 45 degrees or down. I was planning on just having building mounted lights, but I think Jacob told me that he would like a pole. So, if I do put a pole in the back area where the fence is, it'll be towards the rear residence, facing the building so the rear resident will not have any visual effects. And another thing that noise complaints. So noise, you know this Mickey Shorr used to install audio equipment and alarms with boom boxes and kicker boxes and stuff. I'm not sure if any of you are familiar with what that is, but I don't believe auto repair shop will generate as nearly as much sound as Mickey Shorr used to. And all of the tools that are used these days, or 90% of them, are electronic these days, so all the impacts and everything in air red are ratchets have been converted to electrical tools like your drills and stuff at home, so there's no more loud air tools there. It will be an air compressor, but it's going to be only used for the tire machine and for airing up vehicles. Mickey Shorr had a air compressor at all times in their facility. So, I don't think it's going to cause noise disturbance, to be honest. As far as smell, I think I seen the report somebody...smell pollution or whatever. This is not an auto body shop. So, there's no paint work. There's no bondo work. You know? There's no fumes.

Ms. Dinaro: So, just a follow-up question. So, there's going to be three bay doors, two facing Plymouth, one facing the neighborhood. What are they all used for? Can you tell me about the uses? Are they different?

Mr. Essa: They're all the same depending on how many vehicles you have to work on.

Ms. Dinaro: Okay? Thank you.

Mr. Wilshaw: Thank you. Ms Dinaro. Any other questions? Mr. Ventura.

Mr. Ventura: Just to follow up on Ms. Dinaro's question. So there's no bay door facing south, facing the house behind you.

Mr. Essa: No, no, no doors facing south, just one on the east.

Mr. Ventura: So the only bay door that is not facing Plymouth Road is facing Cardwell on the east, correct? And on the other side of Cardwell from there is the motel, not a resident, correct?

Mr. Essa: Correct.

Mr. Ventura: It's a motel. So, you really don't have a bay door facing anybody's house.

Mr. Essa: No.

Mr. Ventura: Do you own a tow truck? Are you gonna have a tow truck there?

Mr. Essa: I own a tow truck, Yes, I do on a tow truck.

Mr. Ventura: And how do you...why do you have this truck? What do you do with that?

Mr. Essa: Well, I had two other businesses. I told you I was selling the one in Redford, right? So, I do have a tow truck that's gonna stay with me. Am I gonna leave it here? Am I gonna leave in Plymouth? I don't know, but if I do leave it here, or if it does be here, it'll be behind the brick wall. It's a little wrecker.

Mr. Ventura: How many vehicles do you anticipate would be in the fenced area on an ongoing basis? In other words, if we were to approve this and say we would authorize three vehicles out there overnight within the fenced area, would that, would that be sufficient?

Mr. Essa: Well, I hope to be a lot busier than that, but I don't know. I would think, I would expect at least 10 overnight in the rear, if you know, and I'm trying to close this. There are other auto repair shops down Plymouth Road. I know they're probably grandfathered, and they have no privacy fences at all, and they have cars in their lot overnight all the time, but I'm hoping I'll be way more successful than three behind the building. Now I can bring two per bay if I raise one up and stick one underneath it, maybe. If they're little cars, but do I really want to do that all winter long? And, you know, rainy days and stuff I don't know, I'd rather avoid that. The whole the whole point of putting that wall up or that privacy fence is to...

Mr. Ventura: Hide the cars

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- Mr. Essa: Correct, so it's not a disturbance or a nuisance or eyesore. So that's the whole point of putting that fence. If no cars are going to be allowed outside, then I can avoid spending all that money on that fence.
- Mr. Ventura: What do you anticipate your hours of operation to be?
- Mr. Essa: Generally, my hours are nine to six, but if I have to put something on record, I would like to say eight to seven, just in case. Someone gets their a little early five days a week, Monday through Saturday.
- Mr. Ventura: Six days a week.
- Mr. Essa: Yeah, Saturday, usually 10 to four, 10, to five. Well, again, I'd rather give those...
- Mr. Ventura: Closed on Sundays?
- Mr. Essa: Closed on Sundays.
- Mr. Ventura: Jacob, did we have all the pictures? Did they come back up again for everybody, for the exterior. So, the total exterior the building is going to be resurfaced with brick?
- Mr. Essa: No, just the north and the east. The west and the south are going to be fixed and painted. They're really not that bad. It's just cinder block. But there's no point to rephrase those I believe, and spend that kind of money when those two sides are hidden, you know. But the entire outside of the building is going to be renewed. The north side and the east side will be updated. Updated and brand new with veneer, and the west and south was going to be painted. It'll look new, but it's not going to be. I'm not going to veneer, is what I'm saying.
- Mr. Ventura: Understood. All right. Thank you.
- Mr. Wilshaw: Thank you. Mr. Ventura. Any other questions for our petitioner? Mr. Droze.
- Mr. Droze: Thanks for making some of the updates to the plan that we noted at the study session, but I will ask about a couple ones that I didn't see. So, we had talked a little bit about potentially reducing some of the continuous driveway along Cardwell and introducing green space maybe. Maybe talk to that decision about why that wasn't included.

- Mr. Essa: Correct. I spoke with Jacob about that, and I don't mind, I don't mind putting the grass there. It's very small area. I thought if somebody were to park there, it's more money for Livonia, because they can ticket him. You know what I mean? Because I'm never going to park there. And I don't assume anyone will. It's really a small area. It's not big. It's not made for a vehicle. My thing is, the cement there is 12 inches thick. This is an old gas station. And back in the 50s, they were putting in cement 12 inches thick and on top of that you have four inches of asphalt. So, do I want to cut through that and put grass, I don't know, unless I build like, above ground garden, you know. I don't know what the name of it is, but I can make something like that to go there. But I really don't want to rip up the cement floor. And those sidewalks, by the way, somebody changed them. They're not three feet, they are like five feet wide over there.
- Mr. Droze: And then the three parking spaces in front. Again, the site is over parked. I think Jacob, Mr. Uhazie, you said nine spaces was required, we have 15. Was there any consideration given to giving more green space along the Plymouth road frontage?
- Mr. Essa: We could, but the same thing applied about the cement and the asphalt. It really is tech. It really is. I mean, I'm not making this up. If somebody comes out there and takes a sample, you'll see. It's not easy to just rip and apply grass.
- Mr. Droze: I understand.
- Mr. Essa: Yeah, no problem. I was hoping we can waive that variance, but I don't know if you need me to build above ground garden, or like landscape area between the building and the side bay, because I'm not opposed to that, because no car can fit there anyway. I really didn't feel like ripping up the ground. You know, that's all.
- Mr. Droze: Understood. The other one that we...you touched on is lighting. So, you mentioned that you potentially would add some light poles in the back of the site potentially, or is that...
- Mr. Essa: If need be. Again, I'm not worried about theft, you know, I think Livonia is pretty safe. And if it's gonna be a masonry wall and it's gonna be locked, you know, I don't think I'll have a problem, but if I do, then it'll be against the rear what is now the wooden fence facing Plymouth Road, either had a 45 or down, okay, if

we have to put... I was hoping to put just building mounted lights.

Mr. Droze: Okay, yeah. And again, the point of that was, and I did see them on the back of the building, was really just more so for the neighbors, if that it is 45 but it's still a line of sight. So ideally, if you could incorporate some...

Mr. Essa: Yeah, I don't mind. We can do that.

Mr. Droze: I wanted to ask you the decision to move the dumpster forward, can you speak about that?

Mr. Essa: Yeah, that came up with my engineer, if we're going to put a masonry wall and a fence in the front some of these garbage companies. I see them coming at 4,5,6, in the morning, even before we get there. So how am I going to let them in if that gate is going to be locked, the front gate? Because I don't expect to leave that gate to get in the back, open or unlocked at all times. So, I would like to lock it. That's the only means of security I would have. So, to get around that we have to move it up front so we don't have to be there if the dumpster guy comes. That was the only reason why we brought it there.

Mr. Droze: Understood. And the plan notes asphalt or gravel for the parking lot in back. And I'll tell you what I'm getting at with this concern. So obviously, we're going to have vehicles that you know potentially have some problems that might be leaking, whether it's fuel oil, whatever the liquid might be, I think our hope would be that be an impervious surface, like a asphalt or a concrete,. And then I guess a question, have you looked at the drainage? Because right now, I think that area kind of runs off to the street. Do you plan to do storm sewer and potentially water quality for moving oils and sediments?

Mr. Essa: I want to stayaway from any storm water, because Wayne County i think requires some underground detention. So, I want to stay away from doing anything storm water. That's why I wasn't expanding the building or doing anything with the building itself, other than refacing it.

Mr. Droze: Okay, but you do intend to manage the drainage within your site and not put it out to the street.

Mr. Essa: To be honest with you, I haven't even looked at the drainage to see if there's any sewers or anything on the property. I never went back there, really, not as of yet. I mean, I went back there,

but I didn't inspect for that, to be honest. I just looked at the yard and seen how it was okay, but I can take a look and get back to you, I don't know.

Mr. Droze: And then I guess my last question on the fencing, obviously, it's adjoining with the neighbors. Have you had conversations about the material that you'd use for that? Do you have samples that?

Mr. Essa: No, not yet. Not yet. The only thing I noted it's going to be a split face, where it's not just going to be a regular cinder block, you know, flat cinder block. So it's going to be a split face, I think he called it, where it's got some type of texture or design to it.

Mr. Droze: Okay. I think that covers my questions. Thank you.

Mr. Wilshaw: Thank you. Mr. Droze. Any other questions for Mr. Essa? Mr. Caramagno.

Mr. Caramagno: I do, I do have a couple questions. What is going to happen here different than what happens at your Plymouth property, Plymouth Township property, and your Redford properties?

Mr. Essa: Well, the Plymouth Township property, I'm still...all my plans are with the engineer, and I had a problem with that, because that site was contaminated, so I'm still working with EGLE. I never moved to refinish that one yet, I have a problem with Eagle. We got to resolve the environmental issue first. So that one I haven't updated, or nothing yet.

Mr. Caramagno: I see that there is a car wash there and repair shop in the front. How long have you owned that?

Mr. Essa: I've owned that for two and a half, maybe three years now, but I bought it in the condition that is. So, my plan was to renew that one and make it look good too, but that one's taken too long with Egle.

Mr. Caramagno: Are there any repair activities happening there?

Mr. Essa: Now? No, there's...no. I mean, yeah, I go...it's by appointment, so I only go there by appointment.

Mr. Caramagno: Okay, so you do repairs there?

Mr. Essa: Yes, but I don't do nothing to the buildings or anything.



Mr. Caramagno: Okay, so that's basically a non-operating site at this point.

Mr. Essa: Just by appointment. So very minimal.

Mr. Caramagno: Okay, and now your Redford site, what...how will that differ from this site?

Mr. Essa: Which Redford are you looking at? I have two in Redford. The one that I'm selling.

Mr. Caramagno: I'll tell you which one here. 24645 Plymouth Road.

Mr. Essa: 24645 Plymouth Road, that one is a family owned business, so it's not just me. That's my parents, my siblings, that's family-owned business. So, this other one's going to be myself. Plymouth is myself. That one there, that's a used car dealer and parts and auto repair and collision. So, we're not applying for all of that here. So, this one's gonna be strictly auto repair.

Mr. Caramagno: Okay, so the other property...it's got a variety of uses at it.

Mr. Essa: It's got multiple uses, correct. It's got used parts. Has used car dealer, auto repair and collision.

Mr. Caramagno: Okay, so you don't know how many cars you want to keep on this property. Said, maybe 10. Maybe more, depends how business is. Who will the onus be on to inspect this property to make sure there's a...if the number is six, who will the onus be on to make sure that there's not 20 cars jammed in this?

Mr. Essa: I'm sorry, what...

Mr. Caramagno: Who will be responsible for coming over there and count cars if we give you six and there's 20 jammed in there. It seems like a ordinance or inspection nightmare compared to what I saw at Plymouth Road down in Redford Township. Well, yeah, if it's anything even close to that, I got a huge problem with this.

Mr. Essa: Yeah, no, I understand. Again, that Plymouth Township, the Redford location that you're looking...you're not looking at the other Redford I own personally, 23510. You can take a look at that one, if you like.

Mr. Caramagno: That would have been nice to have that address before we got here tonight. You told me, 24645.

Mr. Essa: Well, that's because I told you I was...I'm in the process of selling the 23510, I'm actually...

Mr. Caramagno: What is it?

Mr. Essa: 23510

Mr. Caramagno: 23510 Plymouth Road.

Mr. Essa: Plymouth Road, correct? Yeah, that's Redford as well.

Mr. Uhazie: Is that this one?

Mr. Essa: No, no, this one he's talking about is my family business. Oh, yeah, this one here. Yeah. So that one there is, that one was myself as well, me alone. It's actually, you could probably see the listing of it for sale, and it's pending and it's sold. So that's what I expect this place to look like. I don't know if you can see the front view. You know, my building looks brand new and presentable, and it's not like the one that you see on 24645, I gave you that address as well because it's my family's I don't want to hide nothing. Now the one, the other one you see in Plymouth is...it's got four licenses: collision, auto parts, auto repair and used car dealer. So, this is not going to be anything like that at all. You could take a look at the one in Plymouth Township as well. You can see, I don't have vehicles in that. I have a acre and a half.

Mr. Caramagno: I did. I did look at Plymouth. I looked at both of them. Yes, because you gave me the addresses. And I In my travels, I checked in both Plymouth Township. We got a couple unlicensed cars sitting in the front yard. And again, that's prohibited in our potentially prohibited in our ordinance, and yet, there's two unlicensed cars sitting there. They look like they haven't moved, and my guess would be sometime.

Mr. Essa: Plymouth Road?

Mr. Caramagno: No Plymouth Township.

Mr. Essa: Yeah, there should be only one car, and it does move, but it's okay.

Mr. Caramagno: There's two. There's two. Neither one has a license plate on it. So anyhow, that's my concern. That's all.

Mr. Essa: I understand.

Mr. Wilshaw: Thank you. Mr. Caramagno, any other questions for our petitioner? We've exhausted the questions up here. Anything else that you'd like to tell us Mr. Essa before we move on?

Mr. Essa: No, I think I addressed everything.

Mr. Wilshaw: Okay, let's see if there's anyone in the audience wishing to speak on this item. Is there anyone wishing to speak for or against? Feel free to come to either one of these podiums, whichever one's more comfortable for you. We'll ask that you start with your name and address so we know who we are speaking with.

Jeff Nicholas 11563 Cardwell, Livonia, MI I have the property just south of the former Mickey Shorr. I do have mixed feelings on this. The building is a tough building to put a business in, because of what it is, and it's a very small piece of property. You've answered a lot of my questions tonight, and the board has as well. The wood privacy fence, I built that fence. That's my, I say my fence because I built it, but if he's going to put a six foot cement fence along there, that's better than my wood fence, you know, it's going to close it off. The one concern I have is we started out with zero cars outside, all the cars inside, and now it's gone up to potentially 10 cars outside. So, it evolved as the night went on, from zero to 10. I understand you got to have a few cars, and I wouldn't have any issues with three, four, five, maybe even up to six cars. I didn't see. I couldn't, yeah, this right here. so the back of the building, I can't, he wants asphalt or gravel there, and right now, that is grass, and then heading towards Cardwell is grass. So basically, from the west edge of the building, heading east, on the back side of the building, is all grass, right. Now, I would like that to be left grass, even though he's got a wall there. That's my living area in the backyard. Basically, even though I do use the whole backyard, the parking lot area doesn't bother me. That's always been a parking lot with Mickey Shorr. So, like I said, I do have some concerns about the noise. Mickey Shorr did have their noise, but for the most part, they were pretty respectful. I never did hear an air compressor run and Mickey Shorr, they really didn't have a use for one. So that does concern me that the air compressor would be running. Now I will say, if you follow through with all the plans to do the front face, the side, the shrubbery, the six-foot fence, it looks like a beautiful building. And that building is...you probably agree it needs updating. So as far as this business going in, I'm

50/50. I was against it coming in here tonight. I'm still not 100% for it, like I said 50/50. I just hope that if the city does approve this, that everything that was said tonight, the city follows through with it before they give them a permanent occupancy. And like I said, I would like that area to remain grass, that's my opinion, because that would give it a little bit more separation. And then my other concern is, I like the dumpsters being up front. I worry about where they're going to store the junk parts they take off vehicles, just not laying around in the parking lot. I'm sure they're going to have a scrap bin or something. The property is not that big, and they could get cluttered really fast. I think that the tow truck was the other issue. I have seen the tow truck there, and he is correct. It's a smaller tow truck. I think it's more based on, like a truck platform, but it's not something I don't think that anyone...I've talked to my neighbors, it's not something people want to see. So if he had it more, maybe up towards Plymouth Road to where the building was hiding it. Then, then it's not a site, but it looks like, if I'm correct, he wants to fence the whole property. Was that correct?

Mr. Wilshaw: That's correct.

Mr. Nichols: Okay, so he's gonna be hiding a lot of it as well. So, like I said, I came in here totally against it. You've kind of pushed me 50/50, I'm not 100% for it. And it's a tough, it's a tough building to occupy. You know, it's not a food restaurant. And he's, he's looking like he's gonna put a lot of money into this. So my biggest thing would be the noise, not being able to park anything on Cardwell, of course, you know, keep the residential, residential, and if I can make a suggestion on the hours nine to six, I think that would be a fair recommendation for me, at least. So, I think that covers it all. Thank you everybody for your time.

Mr. Wilshaw: Thank you, Mr. Nicholas, I know you wrote us a really nice letter as well, with a lot of thoughts, and you've expressed your thoughts tonight, which we appreciate. You know, we always like to know how people feel, if they're for or against, but also you've given a lot of suggestions too, of things that could be done. So we appreciate all your thoughts. So, thank you for coming tonight. Thank you. Anyone else wishing to speak on this item? Feel free to come forward. We have a couple folks, you can all come forward.

William Clark, 11369 Cardwell, Livonia, MI. I've kind of become the reluctant, unofficial spokesman for the residents on Cardwell Street and the surrounding area. It wasn't my intention, but it's just kind of, I

just kind of put my thoughts out online, that I was not too happy about this, that I didn't think it was a good idea, and some people reached out to me. I started a petition. I have 42 signatures, and I can attest that the majority, the vast majority, are from people who live on Cardwell or live in close proximity or live in the wider Livonia area. So, I think that's pretty significant. It's not as if there's one or two people, I can't say the whole road, I can't give you know, but it's, it's a significant number of people in the area who don't want this. So, I think, like, I just put together, like a, kind of a small...it's from me, but I think it kind of expresses the kind of the general feeling of where we're at. And so like, when you live in a busy, populated area, like you expect to hear noise, you expect trash cans, you expect car alarms, you expect dogs to bark. You know that's these are the things that go along with living in it, in a busy neighborhood. And this is admittedly a commercial lot, and it is admittedly a lot that was used previously for Mickey Shorr. Now I wouldn't say, I wouldn't put it in the bracket, that it was anywhere close to being like an auto shop, which has been proposed. But it's not...it's a commercial lot that's in a wholly residential area, and it's a very busy, very vibrant community. You have Cardwell street on both sides, but you also have a motel with the bedrooms are 10 yards walk from where this property is, and the kind of noise I think that will emanate from a very heavy, machine orientated business like this is not something that we really want to hear or put up with. I don't think we need to do any tests or investigations or study to know like nomadic drills, service bays, loading doors. And I think the most, I think the biggest worry for people on Cardwell is the tow truck scenario. Nobody wants tow trucks. They look bad and they're noisy. There's a kind of a perception that goes with tow trucks and them. And we're not too happy about that. And I think the parking situation is also a big bone of contention. The pictures here and the plans we see, I don't think it does just as if you actually walk up to the side, it is tiny and it's very hard to visualize. I know we're saying, like, you know, we're going to keep two or three cars overnight, but now it's gone up to 10, and you can't park on Cardwell. The only place for surplus parking is...sorry, you can't park on Plymouth. The only space for surplus parking is Cardwell, which is a residential street. Parking is tight there as it is, and you're lucky sometimes to be able to park outside your house. And it's kind of worrying that there's a potential that there could be the cars. I'm not saying this gentleman would do that, but the potential that that could happen is slightly worrying. I just don't think this site is I want, I want to let it be known as well. Nobody is anti-business. Nobody's saying we want empty buildings or, you

know, not in our backyard sort of thing. We do want to see this site used. We want to see, you know, something to be put in here, but to give some, I think, on a wider kind of zoning sort of prospect is...I counted eight auto repair businesses on a half mile stretch on Plymouth Road. There's not a huge...no one's crying out for an auto shop on Plymouth Road. It's a sea of auto shops. And I think there's like, a dozen auto-related businesses on Plymouth and I think that the very least that could happen is that these established businesses that have been there for a long time could potentially see, you know, a loss of business to what they have established already. And the worst-case scenario, I think that we'll see a business fail. And I don't think it's, you know, a good omen for this council or for us as a community to green light businesses that we know have the potential to fail. And I just say, like to make it clear, like, you know, again, I just want to reiterate, it's not in our backyard. It's not as trying to be snobby or, you know, or we understand that when you live in a busy area like this, that there's going to be noise and so on. We just think that it's too much, and it's a lot for us to kind of...we don't want to see the values of our of our property, go down. That's probably the big worrying concern. So if you want the petition, I can, I can hand it up.

Mr. Wilshaw: If you'd like to hand it over to Ms. Reece after you're done, then we really appreciate that. Thank you.

Mr. Uhazie: Mr. Chairman, while he hands it, I just want to clarify one thing that was discussed earlier. Reviewing the ordinance, just so we're all clear, storage of what is prohibited on site is storage of undamaged or disabled vehicles. The vehicles and any repairs must be done inside. This Commission and City Council can dictate how many cars that are awaiting repairs can be stored outside. That's the clarification. So, they couldn't just put junk cars out there, but they can put cars that are waiting to be stored outside. I just want to clarify that.

Mr. Wilshaw: And as was noted earlier, we can determine the number of those vehicles which we haven't done yet. We've...as some of the folks in the audience have pointed out, it's by default zero, and petitioners asked for 10, and we'll see where this lands, if we choose something between zero and 10, so yet to be determined. But thank you for the comments. There's one more gentleman, I believe, wishes to speak. Good evening, sir.

Steve Alexander, 9919 Deering, Livonia, MI. So I volunteer as a President of Plymouth Circle Civic Association. I promised our residents I

would come up and share some of their quick thoughts. But also, I'll just follow that with the recap of what you guys already showed and I think it's fantastic. So, in short, what you've heard, in addition, what you've heard here, is the notion that, you know, as we build businesses on Plymouth Road, ideally we want residents to want to go to those businesses, right? So, like, can we attract more of things that we're going to want to go to so, like, restaurants and such, right? Clearly, this parcel is not going to be a restaurant or any place that you would go after work, right? So it's... from what we heard tonight, it has to be automotive or something like that. It's just what it is. So, I'm actually really encouraged by what you all showed and shared tonight, especially with the trash. I know early we said, one of the concerns was smells or like, Well, why would there be a concern for smell when there's automotive? But I think really that concern for smell was the trash, right? So, most businesses have their trash in the very back, right? So that would be against Mr. Nichols house, which would not be awesome. So if it's near the front and a container where that smell isn't caring, it's your neighborhood. I think that is fantastic. So, I love what the petitioner presented today. We can move forward with making sure the trash is located, as he suggested I would. I would deeply appreciate it. I'm sure residents would do Thank you.

Mr. Wilshaw: Thank you, Mr. Alexander, and we know he's official because he's got a coat that matches his association. That's really very good. Anyone else wishing to speak on this item, for or against? Go ahead, sir.

Allen Bates, 27076 Meadowbrook, Livonia, MI. You had asked the question...I own the building next to it. He hasn't asked me, but a wall will be fine.

Mr. Wilshaw: So, just to clarify, you're the business west or east?

Mr. Bates: West.

Mr. Wilshaw: West. Okay.

Mr. Bates: Actually, the two buildings west.

Mr. Wilshaw: Okay, very good. There was some discussion at our study meeting, because we see that the property line, at least as indicated on these surveys, appears to be kind of halfway through the middle of your driveway.

- Mr. Bates: Yeah, it's going to stay there?
- Mr. Wilshaw: It is what it is, but it seems like it...
- Mr. Bates: It seems like it was an easement. That's when I bought it. It kind of seemed like half and half.
- Mr. Wilshaw: Yeah, we're not going to make him do anything to that would impede your driveway.
- Mr. Bates: I appreciate that. That would be good because it's rent. I'm just the owner, its rented.
- Mr. Wilshaw: Okay, very good. Thank you, sir. Appreciate your comments. All right, we've heard from everyone in our audience. I don't believe there's anyone left to speak. So, Mr. Essa, would you like to come up and address anything that you heard? Again, we don't create debates between people, but we do want to give you an opportunity to address any concerns or issues that you may be able to resolve.
- Mr. Essa: Of course. Personally, the way the building is going to look afterwards I think it will improve people's home values, as opposed to how it looks right now. I think it's really affecting their home values as it is. There's no windows and it looks like a prison. I would just like to say, and I'm not trying to be offensive or anything here, but the whole point of putting the fence is to leave some cars back there, and they will not be junk cars. I can assure you. You can come out and ticket me, you know, tickets or, you know, violations every day. I don't, you know, there's not going to be any junk cars back there of that I assure you. The whole point of spending that kind of money on a wall like that is to be able to have at least 10 cars back there. If all the cars have to come in the building, or four or five, which I can manage somewhere, then there's no reason to build this wall. We'll continue with all the other plans, but the wall itself...that's a lot of money to build on a masonry wall. As far as street. I'm never going to park in the street. Everything is there's no off-site, you know, parking. There's ample parking for what I'm going to do, you know, for my customers and myself. So, there's no one ever has to worry about me parking on Plymouth Road or Cardwell street or the adjacent property as well.
- Mr. Wilshaw: Okay, all right. Is there any other questions from any of our commissioners for our petitioner before we finish? Mr. Ventura.



- Mr. Ventura: So the topic of the compressor came up again during the comments. Can you clarify how often this compressor is going to be used that you're going to have?
- Mr. Essa: Well, let me say Mickey Shorr does have a compressor in there, I assure you. All of my tools are electric tools, electric impact drills, whatever. The only equipment I would have in there that uses the compressor is the tire machine itself. And if I have to air up tires or blow some air for some reason. How often? I wouldn't say too often.
- Mr. Ventura: So, this is not a compressor that runs the whole time you're open?
- Mr. Essa: No, no, not at all. It'll probably turn on once a week, to be honest. It depends on how many tires I do, to be honest. Now, the old hoist that were coming out of the ground were in use then, yeah, it'll be kicking on every time you go to lift up the car, but those hoists are not going to be used, so I'm going to put electric above ground hoist so the only time that compressor will come on is if you're actually physically using the tire machine or airing up some tires, and it has to get low enough to kick back on. So, you have to be using a lot of air for it to kick it back on.
- Mr. Ventura: Thank you for that clarification.
- Mr. Wilshaw: Thank you. Mr. Ventura. Mr. Long,.
- Mr. Long: So, I want to understand the car storage aspect better than I than I do. You're doing small repairs like the like a Tuffy muffler type of thing?
- Mr. Essa: Correct.
- Mr. Long: So brakes and things like that. People work. They drop their car off in the morning, they leave it there, but they come back and get it at the end of the day, right? At least, most of them are going to so I mean, how many are you going to really need to store overnight? I mean, if we gave you the ability to have 10, is there really going to be 10 there? Are you just going to one or two there overnight? How does that work?
- Mr. Essa: I mean, I would like to have the 10, just in case I do reach that threshold where I do. Again. I'd rather do the maximum than the minimum. So, when I told you nine to six, I said, let's say eight to seven, just in case anyone ever goes in early, or anyone has

to stay late. But generally, my hours are nine to six. So I would always ask for the maximum and hope I use the minimum. Now, there may never, there may be, you know, months. I mean, the gentleman, Sam, said he looked at Plymouth. I only have two vehicles out there. I have an acre and a half. There's only, you know, well, there's only one, but there were two. So, you know, are there going to be vehicles there? Am I going to use 10 at all times? I don't know, but I would like to say that just so it's on record.

Mr. Long: Sure, that makes sense to me. I mean, I guess...with the shop with three bays, and you know your business, I don't know the business model that well. I just don't know how many you would need to have, and how long they would have to be there, again. So, if you're doing breaks to one, a few hour job, right? And it shouldn't take them, you know, I could see where it was there, maybe there over one night, but it shouldn't be there more than one night, right?

Mr. Essa: Well, I mean, I'm, I can do the zero cars.

Mr. Long: No, no. I hear you. I've heard that, and I understand, again, I'm just trying to figure out the duration of it, as well as the need for it.

Mr. Essa: I don't know, but I...you know. I don't want to tell you anything, you know, but there's the oil change in that (inaudible) down on Plymouth, if you drive by right now, I'm sure they have...I want to do it the right way, and I'm letting you know.

Mr. Long: I want you to be set up to succeed, if we are going to approve this business there. Again, I'm just trying to understand the business model. Thank you.

Mr. Essa: No problem. Thank you, Glenn.

Mr. Wilshaw: Mr. Ventura.

Mr. Ventura: Thank you. I want to follow up on Mr. Long's comments, and so as I'm looking at the site plan that Mr. uhazie has up on the screen, I count seven parking places behind the fence west of the building. Is that correct?

Mr. Essa: Well, on that plan, it shows that. I don't know why my engineer doesn't do but if you remember, I was telling you guys last

week, currently there's 14 parking spots there. So even if I don't pave and I leave it grass as the neighbor...

Mr. Ventura: My point is, you already have seven places behind the fence.

Mr. Essa: I think there's more than that right now on the plan, yes.

Mr. Uhazie: There's seven along the west.

Mr. Ventura: And so if we were to allow you to have 10, you could put three spaces exactly behind the building. And taking into consideration the comments of the gentleman whose house is to the south of you, you could leave the majority of the grass behind the building and still have your tent outside parking spaces and go back to what was designed in cooperation with the planning staff, correct?

Mr. Essa: Okay, I think thinking about what Patrick was saying, so I don't mess with any of the storm water or anything. I'll leave the grass there if need be. But again, I didn't see it, so I have to go back and look if there is.

Mr. Ventura: Thank you. Thank you very much.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions? Just one for you, sir. In regard to scrap storage, you're going to have tires and other things that are going to come off vehicles. Where are you going to store that?

Mr. Essa: You know, I spoke with Jacob. He never got back to me. I was asking him about those storage containers. He was going to ask somebody, I don't know who exactly, and see if we can put one on there, because I was telling him the same thing, that there's really no storage. So, I guess, so until we get an update, I don't know.

Mr. Uhazie: We still have to make sure with Inspection, but I doubt that will be a possibility.

Mr. Essa: So you're thinking no?

Mr. Uhazie: I don't think they would allow that.

Mr. Essa: Yeah, so that I don't know, then, right now, I might get a...I have a dump trailer that I can bring and leave it back there and throw everything in the dump trailer. It's like, I'll say, four feet and then

every time it gets full, I can take it to the scrap yard and scrap it. I don't know. I guess we'll cross the bridge when we get there. I was hoping I can get the container, but we'll see what happens.

Mr. Wilshaw: Okay, well, that's...it's a very important topic of consideration for us to think about, and issue that residents raised, and I think it's a very valid one. So, I'm glad that you let us know where you stand on that so far. Thank you.

Mr. Essa: Sure, no problem. Thank you.

Mr. Wilshaw: Anyone else with any questions? If not, I'm going to close the public hearing, and a motion is in order

On a motion by Ventura, seconded by Dinaro, and unanimously adopted, it was

**#02-03-2025** **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on February 4, 2025, on Petition 2025-01-02-01 submitted by Eman Enterprises LLC requesting waiver use approval pursuant to Section 6.06 of the City of Livonia Zoning Ordinance, as amended, to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast ¼ of Section 34, be approved subject to the following conditions:

1. That the Site Plan identified as Sheet No. A3.0, received January 31, 2025, prepared by Yahana Design & Consulting, is hereby approved and shall be adhered to;
2. That the Elevation Plan identified as Sheet No. A2, received January 31, 2025, prepared by Yahana Design & Consulting, is hereby approved and shall be adhered to;
3. Landscaping tree species shall be selected to the satisfaction of the Planning Department and shall conform with the ordinance requirements which may include the existing trees in the Plymouth Road right of way;
4. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be 10' wide and 20' deep and double striped;

5. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free Code;
6. An enclosure of sufficient height to completely screen the *dumpster* is required on three (3) sides of the waste receptacle, with a solid gate on the fourth side. The height of the *enclosure* must be not less than six (6) feet or at least one (1) foot above the height of the *dumpster*, whichever is greater. The *enclosure* gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times. The *enclosure* must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality;
7. A variance from the Zoning Board of Appeals would be required for the proposed 6-foot-tall vinyl fencing proposed on the east, west and south sides of the enclosed parking area;
8. That all light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways;
9. Any vehicles left on the premises overnight must be in operable condition and not junk vehicles, and must be stored inside the building whenever practicable, or parked in designated parking spaces as shown on the approved site plan, with a maximum of 10 vehicles located outside. Seven parking spaces shall be on the existing paved parking area along the west property line, and three of which shall be located as close as practicable to the south wall of the existing building, so that the existing grass area south of the building is maintained to the greatest possible extent, to the satisfaction of the Inspection and Planning Departments.
10. That on-street parking of vehicles along Cardwell Street is prohibited and no vehicles shall be parked between the building and Cardwell Street right-of-way.
11. That there shall be no outdoor storage of auto parts, equipment, scrap material, waste petroleum products,

junked, unlicensed or inoperable vehicles, or other similar items in connection with this operation, and the overhead doors, when not in use for vehicles entering or exiting the service facility, shall always be closed;

12. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
13. That no LED lightband or exposed neon shall be permitted on the site including, but not limited to, the building or around the windows;
14. The overall average illumination level for the parking lots shall be 1.0- foot candle as provided under Section 7.22 of the Zoning Ordinance;
15. That unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers or sponsor vehicles designed to attract the attention of passing motorists, shall be prohibited;
16. That the specific plans referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
17. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

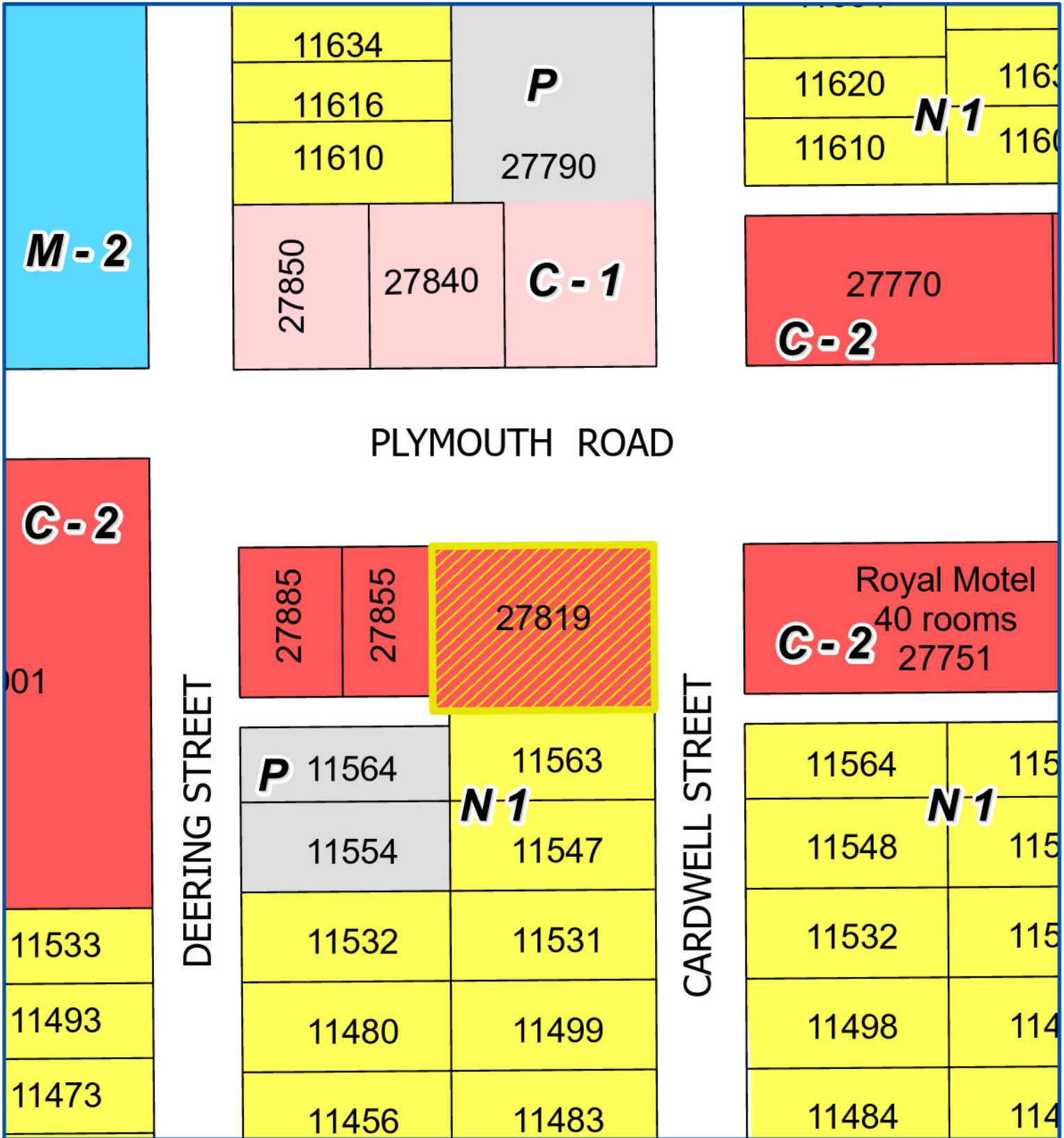
***FURTHER RESOLVED***, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

A roll call vote on the foregoing resolution resulted in the following:

|          |                                                |
|----------|------------------------------------------------|
| AYES:    | Dinaro, Droze, Ventura, Bongero, Long, Wilshaw |
| NAYS:    | Caramagno                                      |
| ABSENT:  | None                                           |
| ABSTAIN: | None                                           |

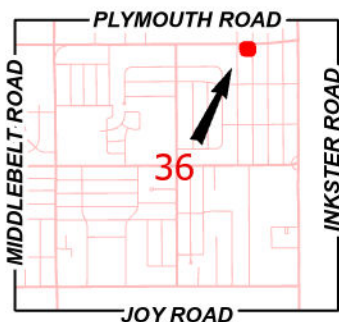
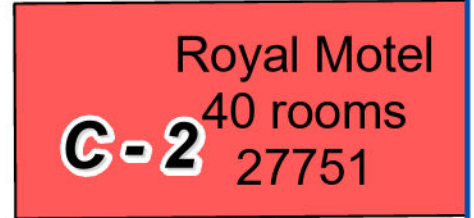
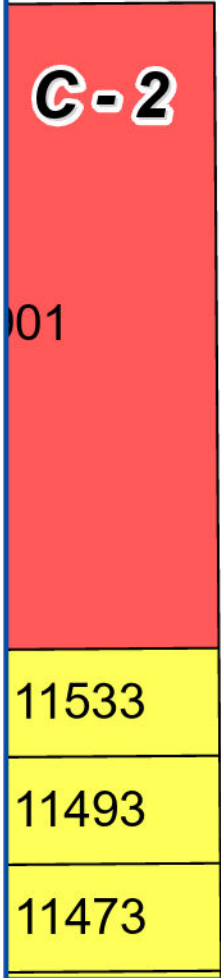
Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to the City Council with an approving resolution.



PLYMOUTH ROAD

DEERING STREET

CARDWELL STREET



## Address & Zoning Map

Petition 2025-01-02-01  
Eman Enterprises  
27819 Plymouth Road



Not to Scale



City of Livonia  
Planning Department



**PLYMOUTH ROAD**

**CARDWELL STREET**



## **Aerial Map**

Petition 2025-01-02-01  
Eman Enterprises  
27819 Plymouth Road



Not to Scale



City of Livonia  
Planning Department

# INSERT STAFF REPORT



# PLANNING COMMISSION STAFF NOTES

## Prehearing

### ITEM 1

**Petition 2025-01-02-01 submitted by Eman Enterprises LLC** requesting waiver use approval pursuant to Section 6.06 of the City of Livonia Zoning Ordinance, as amended, to redevelop an existing commercial site, including adding service bays, renovating the interior and exterior of the building and operating an automobile repair facility at 27819 Plymouth Road, located on the southwest corner of Plymouth and Cardwell Street in the Northeast ¼ of Section 34.

#### January 28, 2025 Study Meeting:

The site is located at the southwest corner of Plymouth Road and Cardwell Street. The petitioner is seeking waiver use approval to renovate and operate an automobile and light truck (up to one (1) ton) repair facility, which is regulated under Section 6.06 of the Zoning Ordinance, as amended. Under Section 6.06 all vehicles left at the facility for repair overnight must be stored within the building and that absolutely no dismantled, damaged or unlicensed vehicles shall be permitted on the site. The ordinance also states that the total number of vehicles proposed to be stored shall be subject to recommendation by the Planning Commission and approved by the City Council.

The petition parcel is zoned C-2, General Business, which treats automobile and light truck repair facilities as a waiver use pursuant to Section 6.06 of the Zoning Ordinance. The site was previously approved for a light auto repair facility in 1971 and again in 1982 but the use never went into operation. The building was previously occupied by Micky Shorr Electronics, who was granted approval to expand the existing building in 1987. The site currently sits vacant.

Properties across Plymouth Road to the north and northwest are commercial properties zoned C-1 (Local Business) while the northeast is zoned C-2 (General Business). To the east, across Cardwell Street, is the Royal Motor Inn which is zoned C-2. West of the site is a small commercial building, zoned C-2. The Thomas Elliot Subdivision is located south of the property and is zoned N1 (Neighborhood).

The subject property is 0.37 acre in area with 148 feet of frontage on Plymouth Road and 110 feet along Cardwell Street. The existing building measures approximately 2,049 square feet and is positioned near the middle of the site closer to the east property line.

Two (2) driveways provide access to the site: one (1) on Plymouth Road and one (1) on Cardwell Street.

Currently the building has two (2) rolling overhang doors, the first located on the north wall and the other located on the east face. The petition included Elevation Plans which shows three (3) service bays for vehicular access to the building. Two (2) ten foot (10') overhead doors would be located along both the north side of the building and the one (1) would be on the east side would remain. Each bay would be accessible by means of a large overhead door. The exterior finish would consist of burnished ground face concrete blocks and horizontal rain screen siding. The existing stucco veneer would be replaced by a brick veneer on the north and east walls. The canopy, aluminum fascia and all associated framings would be removed and replaced with new aluminum or stone coping and fascia at the parapet. All the exiting windows and doors would remain. On the south and west elevations exterior brick/cmu walls will be patched and repaired.

The parking requirement for automobile and truck repair facilities is two (2) spaces for each workstation plus one (1) space per employee. The building would have a total of three (3) workstations and up to three (3) employees; thus, the minimum required number of parking spaces would be nine (9) (3 bays x 2 + 3 employees). The site plan shows three (3) parallel parking spaces next to the Plymouth Road Right of Way and an additional (8) parking spaces along the western property line. The site has a total of 11 parking spaces stripped at nine feet (9') by at twenty feet (20'). All regular spaces are required to be ten feet (10') wide by twenty feet (20') in length.

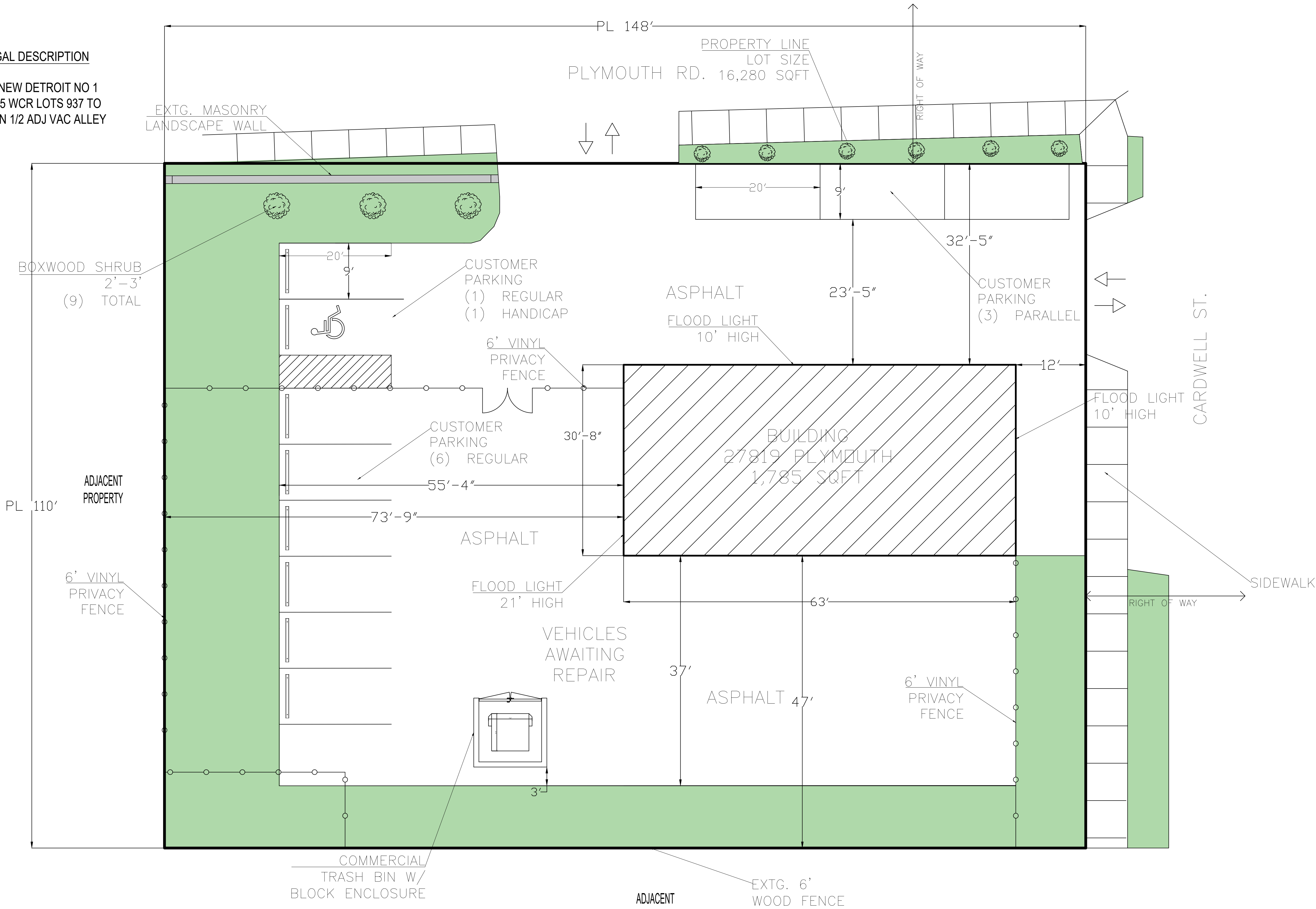
A dumpster is shown with a block enclosure located at the rear of the site between the parking and the building. No additional information on the dumpster enclosure has been provided.

No landscaping plan was provided with this petition, but the site plan appears to remove the existing tree and shrubbery behind the PRDA fencing and replace it with three (3) Boxwood Shrubs. An additional six (6) Boxwood Shrubs are shown next to the Right of Way on Plymouth Road. The Zoning Ordinance requires the following on Plymouth Road: Three (3) deciduous or evergreen trees, two (2) ornamental trees and 24 shrubs; and on Carwell Street: Two (2) deciduous or evergreen trees, one (1) ornamental trees and ten (10) shrubs.

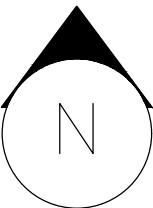
No signage plans were submitted with this petition.

PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY



1 SITE / LANDSCAPE PLAN SKETCH  
1/8" = 1'0"



General Notes

NOT FOR CONSTRUCTION

ALL EXISTING CONDITIONS AND  
DIMENSIONS  
SUBJECT TO FURTHER VERIFICATION  
IN FIELD BY ANY FUTURE  
ARCHITECT, ENGINEER AND/OR  
CONTRACTOR

DESIGN PROVIDED BY OWNER

CONTRACTOR/OWNER IS SOLELY  
RESPONSIBLE TO COMPLY WITH ALL  
LOCAL BUILDING CODES,  
REGULATIONS & STANDARDS, ZONING  
ORDINANCES AND ADA COMPLIANCE

(10) TOTAL PARKING SPACES  
INCLUDING (1) HANDICAP BASED ON  
AT LEAST 2 SPACES PER OH DOOR  
BAY PLUS (1) FOR EACH EMPLOYEE

4,200 SQFT OF LANDSCAPING  
PROVIDED, > 25% OF TOTAL SITE

|     |                |          |
|-----|----------------|----------|
| 1   | SKETCH         | 12/15/24 |
| No. | Revision/Issue | Date     |

Firm Name and Address  
YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

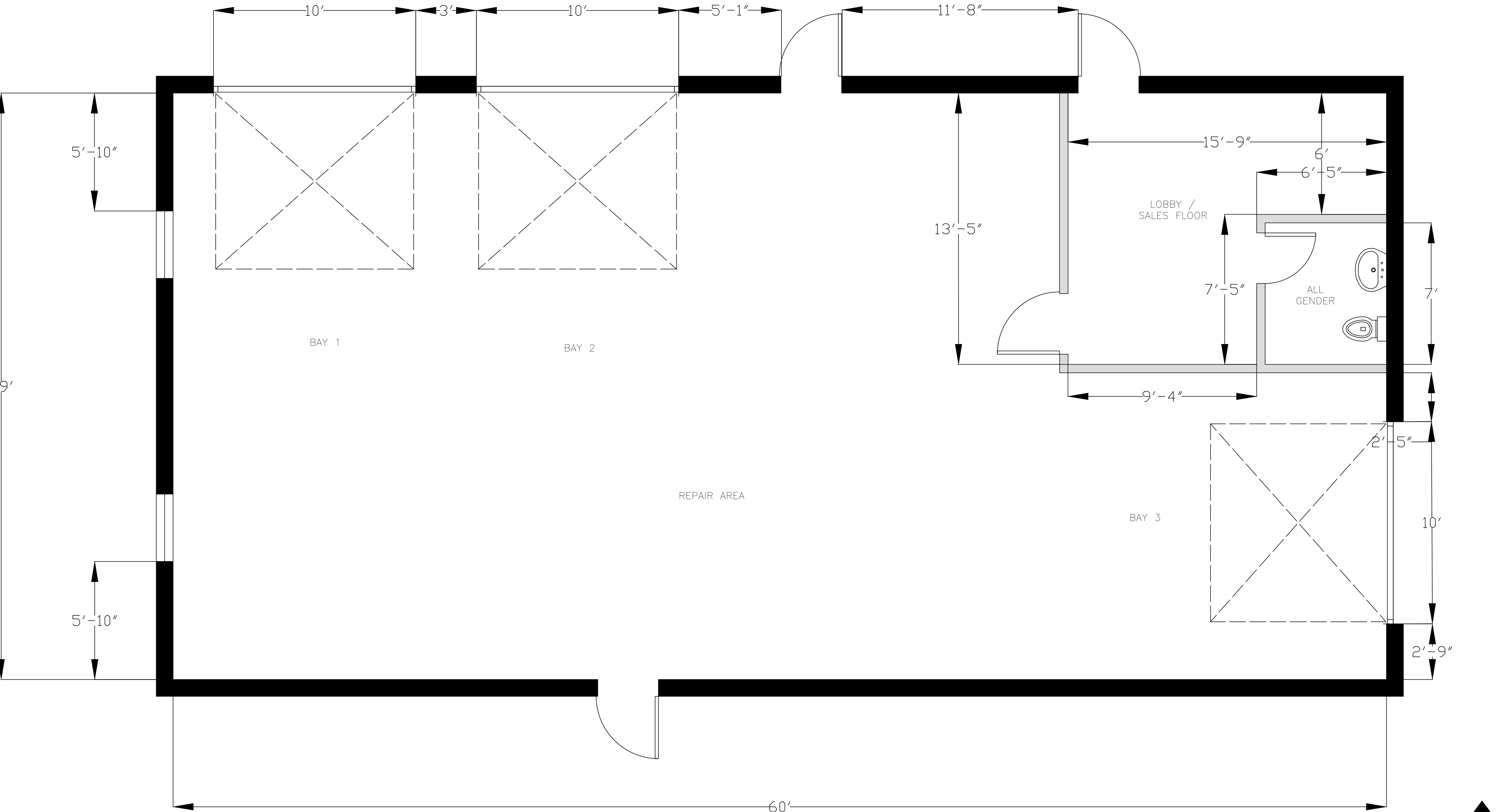
Project Name and Address  
27819 PLYMOUTH,  
LIVONIA, MI 48150

|                      |       |
|----------------------|-------|
| Project              | Sheet |
| Date<br>12/15/2024   | A3.0  |
| Scale<br>1/8" = 1'0" |       |

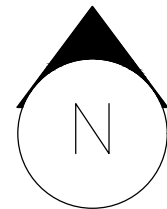


PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY



1 EXISTING LAYOUT SKETCH  
3/8" = 1'0"



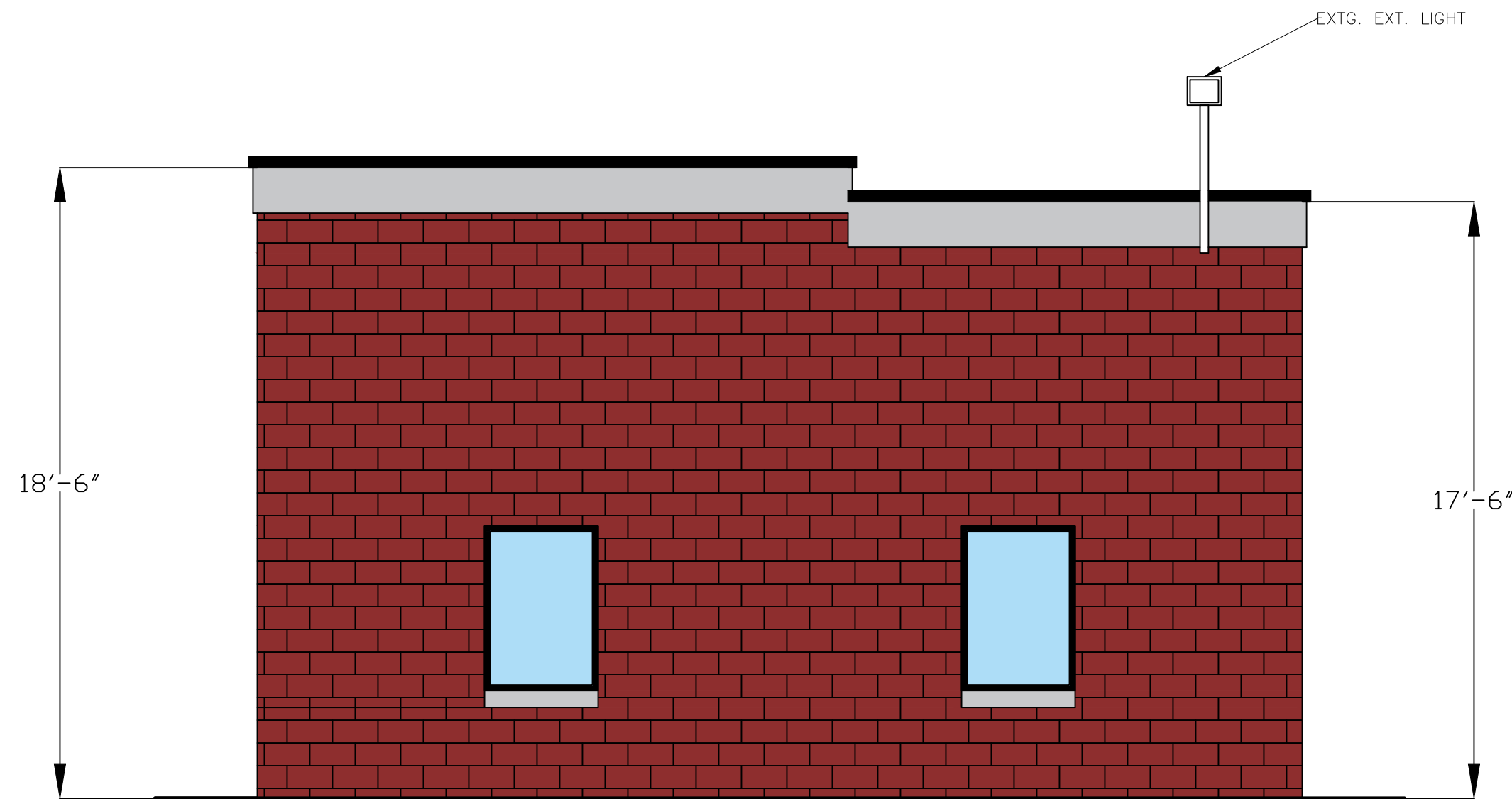
|                                                                                                                                               |                |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|
| General Notes                                                                                                                                 |                |          |
| NOT FOR CONSTRUCTION                                                                                                                          |                |          |
| ALL EXISTING CONDITIONS AND DIMENSIONS SUBJECT TO FURTHER VERIFICATION IN FIELD BY ANY FUTURE ARCHITECT, ENGINEER AND/OR CONTRACTOR           |                |          |
| DESIGN PROVIDED BY OWNER                                                                                                                      |                |          |
| CONTRACTOR/OWNER IS SOLELY RESPONSIBLE TO COMPLY WITH ALL LOCAL BUILDING CODES, REGULATIONS & STANDARDS, ZONING ORDINANCES AND ADA COMPLIANCE |                |          |
| 1                                                                                                                                             | SKETCH         | 12/15/24 |
| No.                                                                                                                                           | Revision/Issue | Date     |

Firm Name and Address  
YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

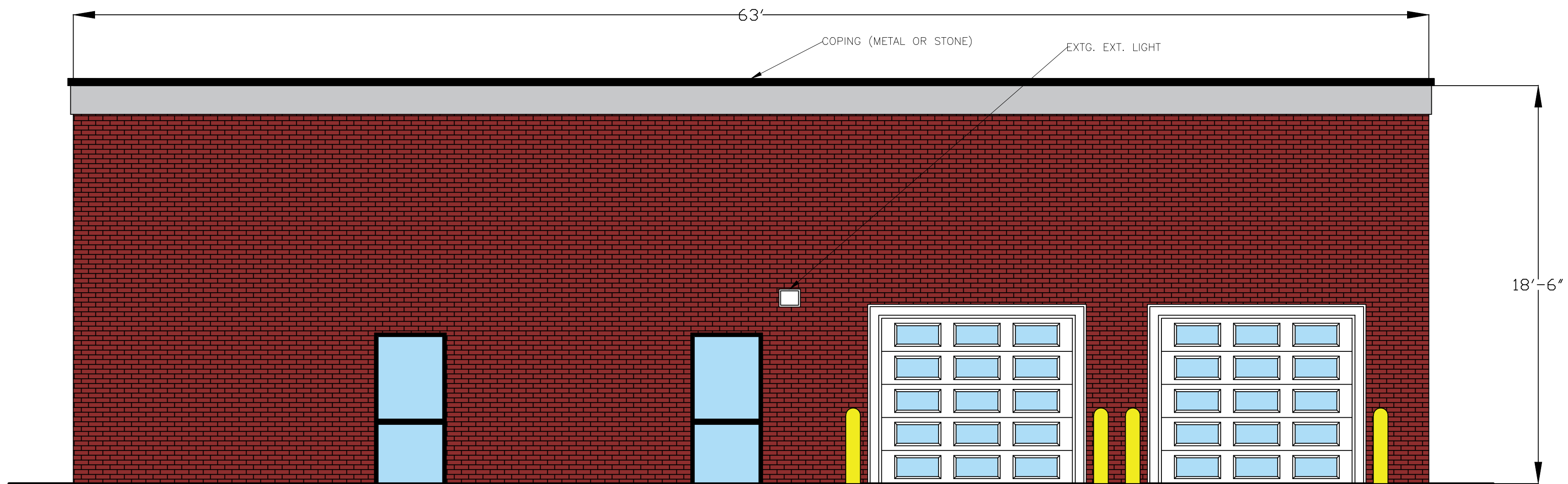
Project Name and Address  
27819 PLYMOUTH,  
LIVONIA, MI 48150

|                      |       |
|----------------------|-------|
| Project              | Sheet |
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| Scale<br>3/8" = 1'0" |       |

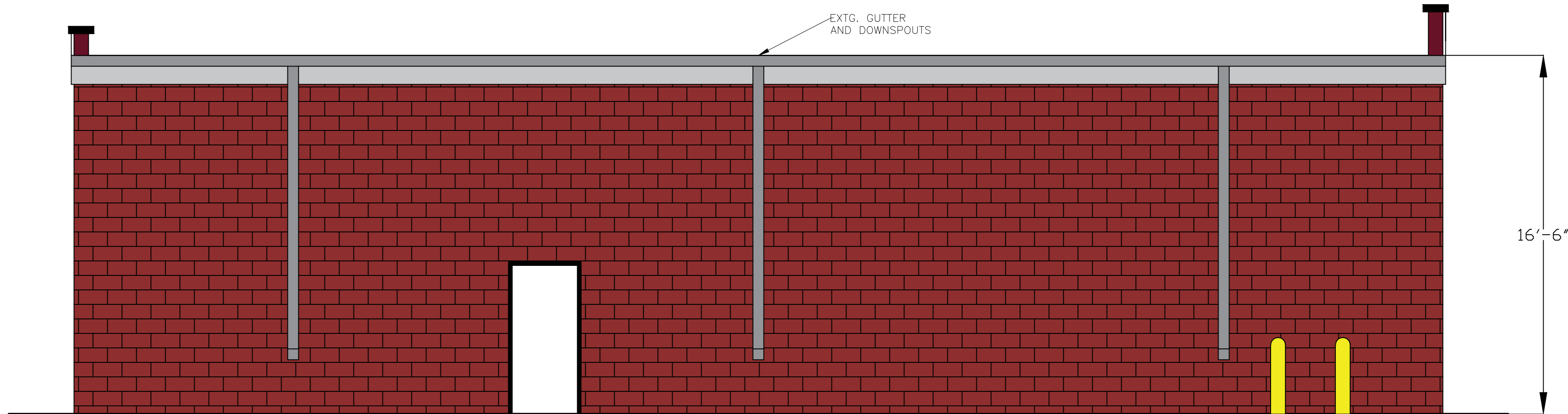




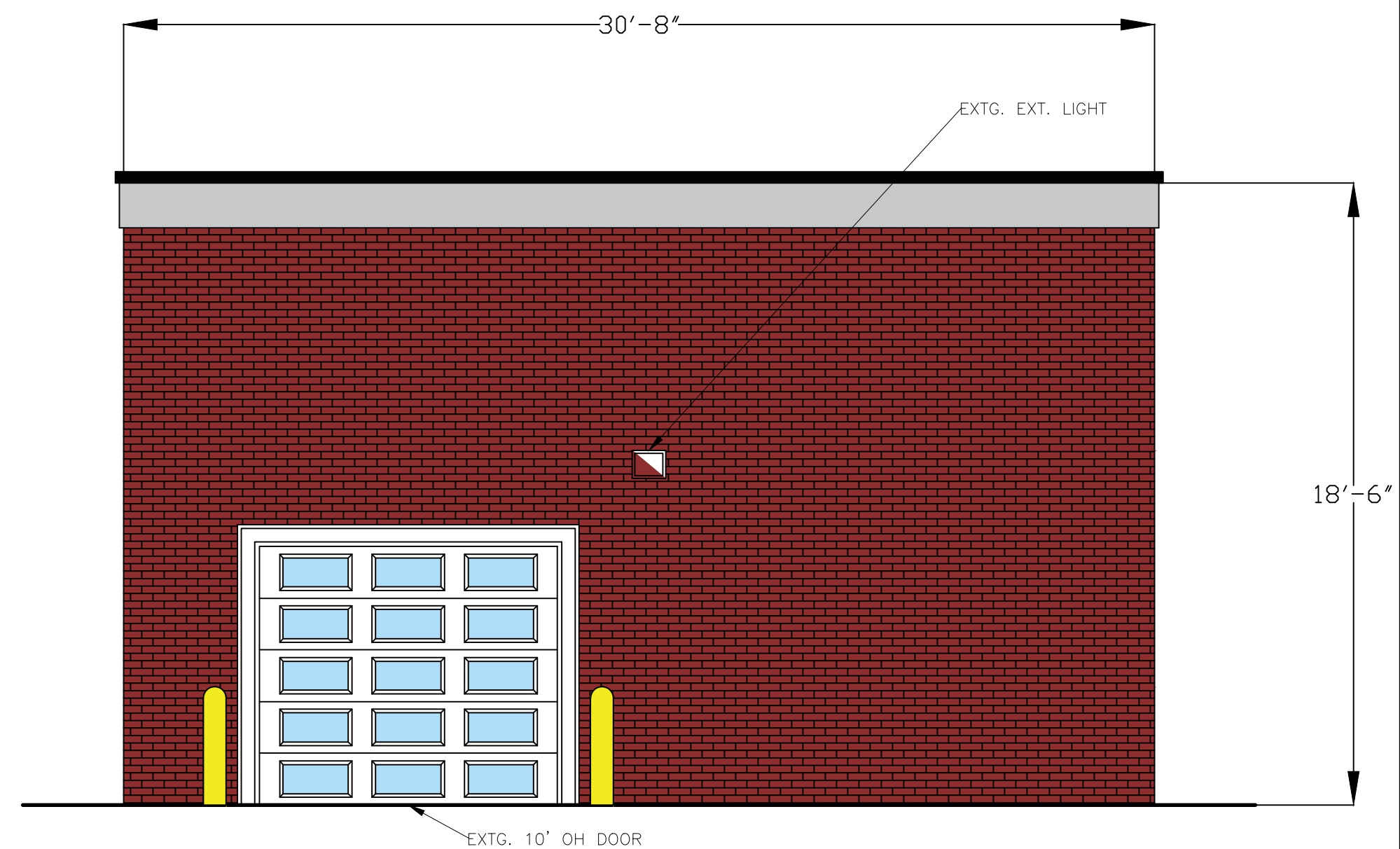
1 WEST ELEVATION SKETCH  
1/4" = 1'0"



2 NORTH ELEVATION SKETCH  
1/4" = 1'0"



3 SOUTH ELEVATION SKETCH  
1/4" = 1'0"



4 EAST ELEVATION SKETCH  
1/4" = 1'0"

### PROPERTY LEGAL DESCRIPTION

36B937 TO 943 NEW DETROIT NO 1  
T1S R9E L62 P85 WCR LOTS 937 TO  
943 INCL ALSO N 1/2 ADJ VAC ALLEY

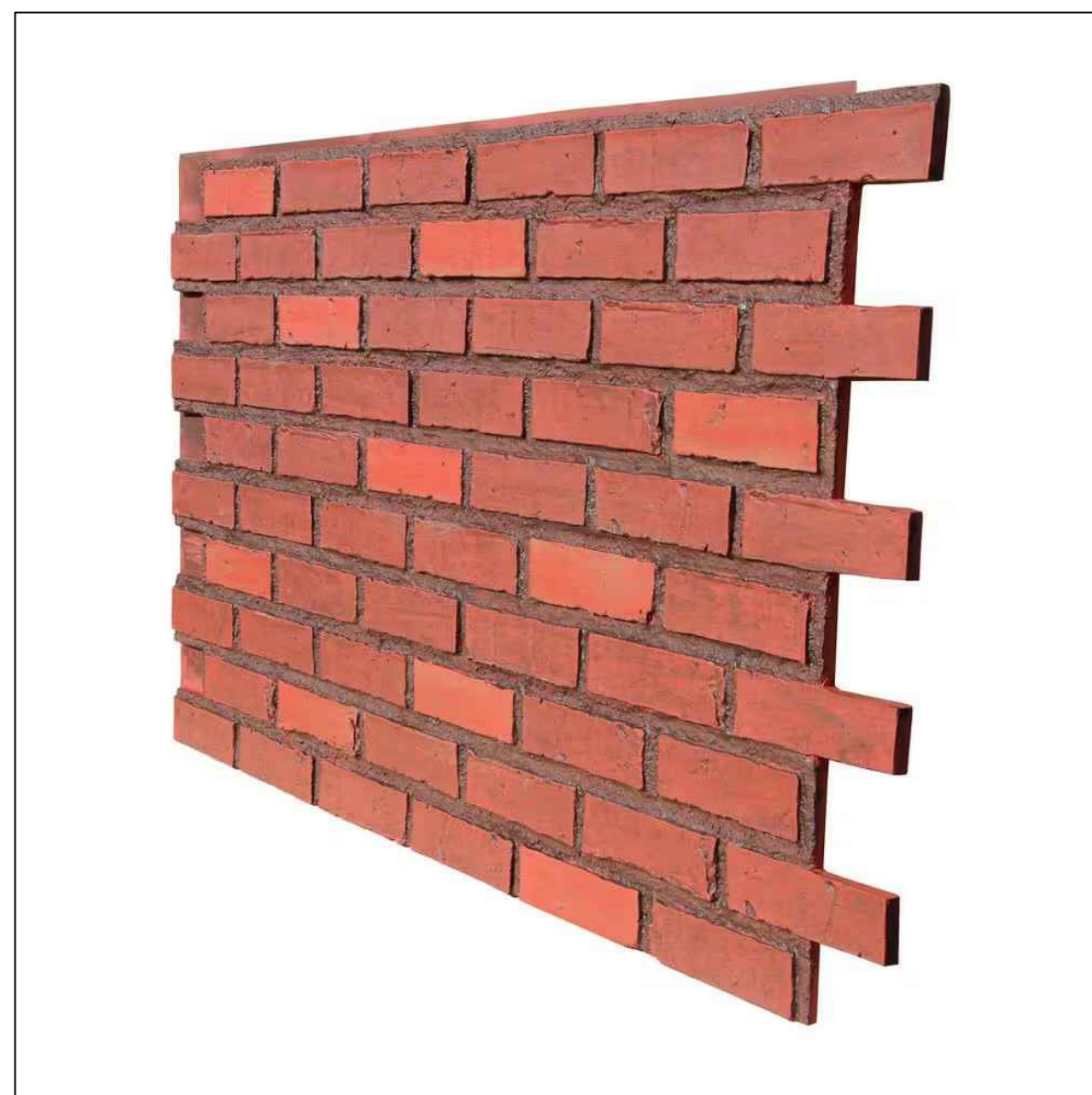


IMAGE 1

### SCOPE OF WORK PROVIDED BY OWNER

#### NORTH AND EAST ELEVATIONS:

1. REMOVE EXISTING EXISTING STUCCO VENEER - REPLACE WITH BRICK VENEER, ENTIRE FACADE. SEE IMAGE 1
2. REMOVE CANOPY AND ALUMINUM FASCIA AND ALL ASSOCIATED FRAMING
3. NEW ALUMINUM OR STONE COPING AND FASCIA TO BE INSTALLED AT PARAPET,
4. ALL EXISTING WINDOWS, LINTELS AND DOORS TO REMAIN. NEW TRIM, FLASHING, ETC. TO BE INSTALLED
5. NEW 10' OH DOOR TO BE INSTALLED AT EXISTING LINTEL HEADER PER DRAWING
6. NEW MAN DOOR WITH ASSOCIATED HEADER AND FRAMING PER DRAWING

#### SOUTH AND WEST ELEVATIONS:

1. PATCH AND REPAIR EXISTING EXTERIOR BRICK/CMU WALLS
2. FINISH PAINT WITH EXTERIOR GRADE MASONRY PAINT
3. NEW ALUMINUM COPING TO BE INSTALLED AT PARAPET
4. EXISTING GUTTER AND DOWNSPOUT TO REMAIN

#### General Notes

##### NOT FOR CONSTRUCTION

ALL EXISTING CONDITIONS AND  
DIMENSIONS  
SUBJECT TO FURTHER VERIFICATION  
IN FIELD BY ANY FUTURE  
ARCHITECT, ENGINEER AND/OR  
CONTRACTOR

DESIGN PROVIDED BY OWNER

CONTRACTOR/OWNER IS SOLELY  
RESPONSIBLE TO COMPLY WITH ALL  
LOCAL BUILDING CODES,  
REGULATIONS & STANDARDS, ZONING  
ORDINANCES AND ADA COMPLIANCE

|     |                |          |
|-----|----------------|----------|
| 1   | SKETCH         | 12/15/24 |
| No. | Revision/Issue | Date     |

#### Firm Name and Address

YAHANA DESIGN & CONSULTING  
DEARBORN HEIGHTS, MI

#### Project Name and Address

27819 PLYMOUTH,  
LIVONIA, MI 48150

|                      |       |
|----------------------|-------|
| Project              | Sheet |
| Date<br>12/15/2024   | A2.0  |
| Scale<br>1/4" = 1'0" |       |

# CORRESPONDENCE



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.  
CITY ENGINEER

DAVID W. LEAR, P.E.  
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN  
MAYOR

DONALD R ROHRAFF  
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48150  
(734) 466-2571  
FAX: (734) 466-2195

January 16, 2025

Mr. Jacob Uhazie  
Assistant Planning Director  
City of Livonia

**Re: Petition 2025-01-02-01 – #27819 Plymouth Road**

Dear Mr. Uhazie:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items:

1. The subject parcel is assigned the address of **#27819 Plymouth Road**. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained.
2. The existing parcel is currently serviced by public sanitary sewer and water main. The submitted drawings do not include any proposed utility information or calculations, so we cannot comment on any proposed impacts to the existing systems, but we do not believe the proposed usage will adversely affect the existing utilities.

Should alterations to the existing services be required, the owner shall submit drawings to this department to determine if permits will be required.

3. Although the drawings do not indicate any future utility information, it should be noted the any proposed re-development other than building renovations will be required to provide storm water improvements and detention per the Wayne County Stormwater Ordinance.
4. Any disturbances with the Plymouth Road right-of-way will require permits through the Michigan Department of Transportation, including drive approach and sidewalk removals and placements.

To: Mr. Jacob Uhazie  
Re: Petition 2025-01-02-01 – 27819 Plymouth Road

January 16, 2025  
Page 2

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at [dlear@livonia.gov](mailto:dlear@livonia.gov) or [tzilincik@livonia.gov](mailto:tzilincik@livonia.gov).

Sincerely,



David W. Lear, P.E.  
Assistant City Engineer

cc: 2025 Petition File

DEPARTMENT OF PUBLIC SAFETY  
LIVONIA FIRE & RESCUE

ROBERT JENNISON  
FIRE CHIEF



MAUREEN MILLER BROSNAN  
MAYOR

14910 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48154-5419  
734-466-2444  
734-466-2082 fax

**DATE:** January 31, 2025  
**TO:** Scott O. Miller, Planner IV  
**FROM:** Livonia Fire Prevention Division  
**SUBJECT:** **Petition 2025-01-02-01 27819 Plymouth Rd.**

This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on the property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

Evaluation for **possible** suppression system and fire alarm installation due to vehicles that are EV.

**A further detailed plan review will take place when this division receives an official plan set.**

Sincerely,

*Brian Kukla*

Brian Kukla  
Fire Marshal

**DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF POLICE**

**THOMAS GORALSKI**  
CHIEF OF POLICE



**MAUREEN MILLER BROSNAN**  
MAYOR

15050 Farmington Road  
Livonia, Michigan 48154-5499  
(734) 466-2470  
FAX: (734) 261-2265

January 17<sup>th</sup> 2025

Mr. Scott Miller  
City of Livonia Planning Dept  
33000 Civic Center Drive  
Livonia, MI 48154

**Re: Petition 2025-01-02-01 - 27819 Plymouth Road**

Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant  
Traffic Bureau  
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING  
HEATING  
PLUMBING  
ELECTRICAL  
ZONING  
ENVIRONMENTAL PROTECTION  
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN  
MAYOR

JEROME A. HANNA  
DIRECTOR

33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2580  
FAX: (734) 466-2095

Date: January 29, 2025

To: Jacob Uhazie

From: Jerome Hanna

RE: Petition 2025-01-02-01 - 27819 Plymouth Road

Pursuant to your request, the above-referenced Petition has been reviewed.

1. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be 10' wide and 20' deep and double striped.
2. The van-accessible barrier-free parking space shall be sized, signed, and marked in accordance with the Michigan Barrier-Free Code.
3. An *enclosure* of sufficient height to completely screen the *dumpster* is required on three (3) sides of the waste receptacle, with a solid gate on the fourth side. The height of the *enclosure* must be not less than six (6) feet or at least one (1) foot above the height of the *dumpster*, whichever is greater. The *enclosure* gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass and, when not in use, closed at all times. The *enclosure* must be constructed of the same or compatible material and colors as the principal building in terms of texture and quality.
4. A variance from the Zoning Board of Appeals would be required for the proposed 6' tall vinyl fencing proposed.

This Department has no further objections to this Petition.

I trust this provides the requested information.

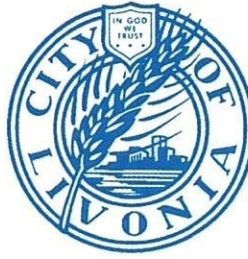
*Jerome Hanna*

Jerome Hanna  
Director of Inspection

DEPARTMENT OF FINANCE

Debra Peck Lichtenberg, CPA  
DIRECTOR OF FINANCE

Connie Kumpula  
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN  
MAYOR

33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2260  
FAX: (734) 421-1807

January 31, 2025

Mr. Jacob Uhazie  
Planning Commission  
33000 Civic Center Drive  
Livonia, MI 48154

Petition 2025-01-02-01 - 27819 Plymouth Road

Dear Mr. Uhazie,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula  
Chief Accountant

CK: jw

**OFFICE OF THE TREASURER**

**SUSAN M. NASH**  
CITY TREASURER



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3060  
(734) 466-2245  
FAX: (734) 421-7230

January 17, 2025

RE: 27819 Plymouth

Attention: Livonia Planning Commission

All taxes are current for the property

If you have any further questions, please contact me

Thank you

Susan Nash  
Livonia City Treasurer

# OTHER ITEMS RELATED TO THE PETITION



Jeff Nicholas

11563 Cardwell

Livonia, MI 48150

Dear City of Livonia Planning Commission and everyone this letter concerns,

I am writing this letter regarding petition 2025-01-02-01 submitted by Eman Enterprises LLC. Property known as 27819 Plymouth Rd Livonia, MI.

I own the residential property that is right next door to the above-mentioned property. I am writing this letter asking you not to approve this type of business. I will state my reasons.

This property is not a large property. This would mean cars that are waiting to be worked on would be stored outside. The person that is looking at buying or leasing the mentioned property is already using the property to store vehicles. I have seen a tow truck going in and out of the property. Where would this tow truck be stored? Visually with the stored cars and tow truck, this would not be a good look to our neighborhood and community. This building currently has two bay doors. One facing north toward Plymouth Rd. The other facing east exiting out on to Cardwell. Cardwell is a residential street. Automobile repair facilities like the one mentioned above are generally noisy businesses. Air compressors are generally used with air tools such as air impact guns, air chisels and a variety of other air tools and hammering tools to remove broken and stuck parts on vehicles. There is also the noise of the tow truck and vehicles being moved around and stored on the property. Please refer to the maps of how my property 11563 Cardwell and 27819 Plymouth Rd are in close proximity of each other. There is very little distance between my residence and the business that is looking to get a waiver to use this property. The reason this property is not zoned for this type of business is to protect the residents from the above-mentioned concerns and noise.

City of Livonia Planning Commission please look at the number of already existing auto repair facilities we already have in this area. The one mile of Plymouth Rd, between Middlebelt and Inkster roads, there are already seven Automobile repair facilities and one car wash.

1. Firestone Complete Auto Care 29200 Plymouth Rd.
2. Livonia Car & Truck Repair 28850 Plymouth Rd
3. Oval Auto Repair 28735 Plymouth Rd
4. Speedy Auto Service 28411 Plymouth Rd
5. Livonia Auto Sellers 29068 Plymouth Rd
6. Feinn Tire Repair Facility 28055 Plymouth Rd
7. Raceway Pit Stop 28085 Plymouth Rd
8. Zax Auto Wash 36001 Plymouth Rd

I would also like to remind the City of Livonia Planning Commission that a few years ago you denied a rezoning for a car dealership/repair facility for the same concerns as I have mentioned above. The property I am referring to is located at 28121 Plymouth Rd Livonia, MI 48150. This property was the former location of Penalty Box Bar. I ask that you reference back to the reason you did not rezone the above mentioned property and denied a waiver of use. One of the main reasons this business was denied a waiver of use, the size of the property and how close it was to the proximity of residential homes. This property at 28121 Plymouth Rd is larger in size and has more distance from the resident's home then the property at 27819 Plymouth Rd which is next to where I live. Another reason the Planning Commission denied a "waiver of use permit" was concern of noise pollution to the residential neighborhood.

In closing, Livonia has zoning ordinances for a reason. The reason is to protect residents and neighborhoods from businesses that do not fit in a particular location. This business does not belong at this location and that is why a "waiver of use permit" is being asked for. I ask the City of Livonia to enforce the current zoning laws and deny this business. Thank you for your time.

Sincerely,

Jeff Nicholas

---

**Petition 2025-01-02-01**

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**From** Kelly Richard <krichard6940@att.net>

**Date** Mon 2/3/2025 5:08 PM

**To** Planning <Planning@Livonia.gov>

In regards to this I have some concerns. I am all for businesses being rehabilitated but when we have so many other car repair facilities on Plymouth road how will this affect business.

- What is the sound impact? Currently there is a bay that faces the neighborhood and my backyard faces that. I don't want to hear the various repair tools running all day. It's a large disruption to anyone

If the business were to go in, I would say that the bays in use could only face Plymouth road, this would held reduce any excess noise going into it the neighborhood. No doors or bays facing residential areas. I can't imagine the sound for the person who lives directly behind it. I think there are other more commercial slots this would fit in.

If the petition passes , I would also suggest that additional landscaping be put I place to reduce noise.

What are the hours of this proposed business? Are we to hear the noise all day/evening and weekend? I enjoy my backyard and also wfh, if all I hear is pneumatic tools it will distract from enjoying my home and I would have to keep windows shut to avoid interruption to my work.

Where will excess cars be parked? The lot is very very small and there is no room for parking. Will they park in the streets blocking spots for any residents to use?

Overall I disagree with the petition and hope that Livonia agrees. Mickey shores was bad enough this will only be worse.

Thanks  
Kelly Richard  
Krichard6940@att.net  
Cavell St.

**From:** [Bethany](#)  
**To:** [Planning](#)  
**Subject:** Eman Enterprises  
**Date:** Wednesday, February 5, 2025 10:37:16 PM

---

Livonia Planning Commission,

I do not support the redevelopment to an automobile repair facility for 27819 Plymouth Road. I'm concerned about property values and noise.

Bethany Wagner  
11532 Cardwell St

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

3.

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

4. REQUEST FOR CONSIDERATION OF A PROPOSED ORDINANCE AMENDMENT: Office of the City Clerk, re: to amend all Sections to Title 1, Chapter 1.08 (Election Precincts) to permanently consolidate precincts to reduce cost and streamline the process for voters.

Lori Miller, City Clerk, presented the request to Council to permanently consolidate voting precincts to 26 from the current total of 44. Ms. Miller stated this is the practice done in the odd-year elections and there would be significant cost savings. Ms. Miller indicated based on voter trends from the 2024 election year, 32% of Livonia's registered voters are on the Permanent Ballot List, absentee ballots continue to rise, and with the implementation of Early Voting there will be less voters going to their precincts on Election Day. Ms. Miller indicated the Clerk's Office will do significant voter outreach and education to inform voters and the proposal to consolidate will have a limited impact on voters.

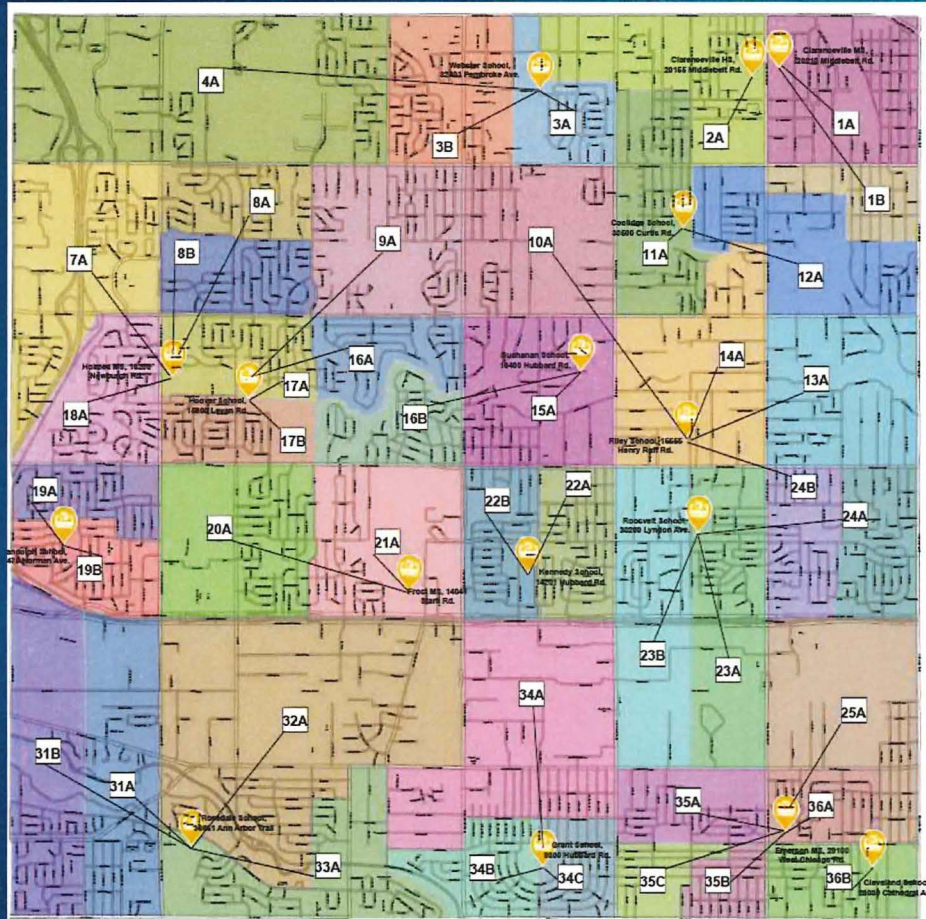
Councilmember Budzinski thanked Ms. Miller for the very thorough presentation and the material provided. Councilmember Budzinski stated she voted last year at the Early Voting site and although there was a line everything moved quickly and was convenient. Councilmember Budzinski stated the proposal made a lot of sense to make the requested changes and asked if the number of precinct inspectors needed would change. Councilmember Budzinski inquired what the process would be to get the Ordinances changed and Carter Fisher, City Attorney, responded it needed to be referred to the Law Department to prepare the Ordinances for a first reading at the next Regular meeting.

Councilmember Toy thanked Clerk Miller and her team for their hard work on this matter and inquired about how many people are voting at the precincts. Clerk Miller provided statistical data on voting trends from the November, 2024 election. Councilmember Toy asked if there will be a second Early Voting site in the future. Clerk Miller stated Early Voting is not required in the odd years under election law, although it will be offered this year for two days prior to each election. Ms. Miller stated she is looking at finding a second site for the even year elections as the current site at the Housing Commission office was very limiting.

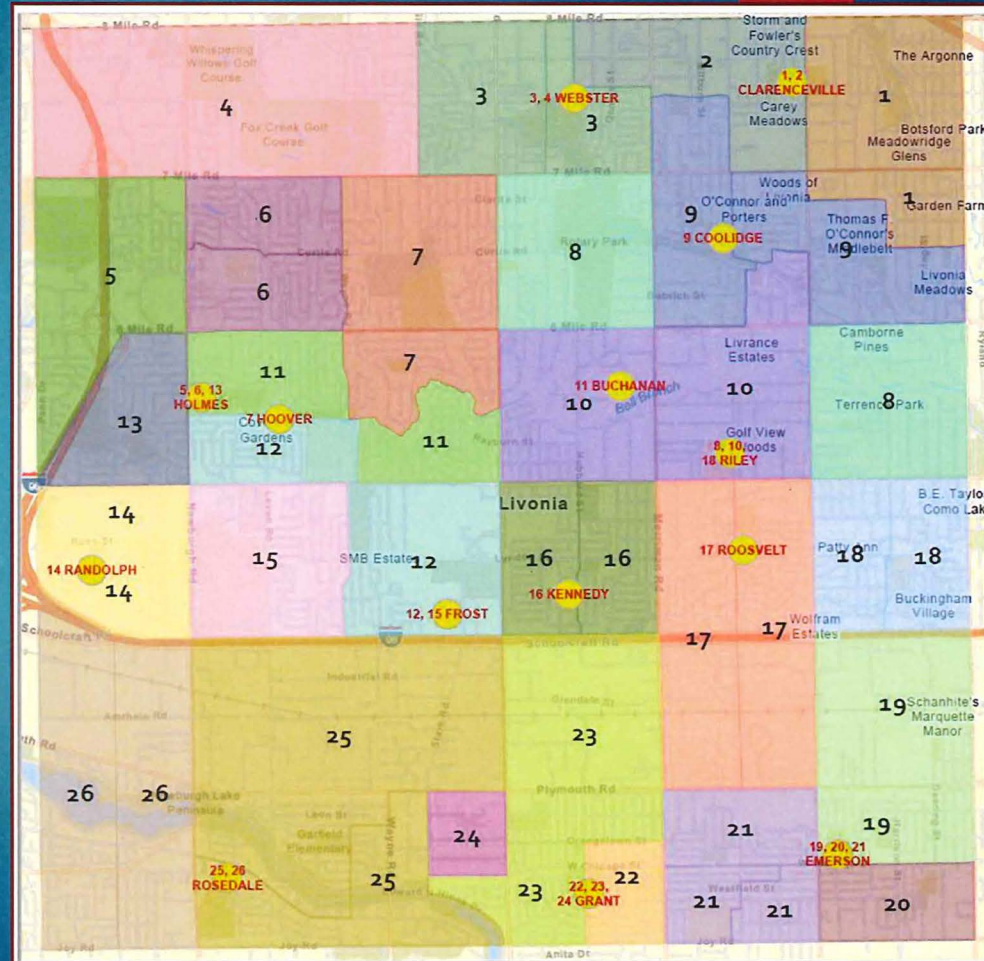
DIRECTION:                      REFER TO LAW TO PREPARE ORDINANCES                      CONSENT



## CURRENT 44 PRECINCTS



## PROPOSED 26 CONSOLIDATION





## LETTER TO THE LIVONIA CITY COUNCIL

4.

Clerk  
January 29, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Lori Miller, MiPMC Level 2, City Clerk

### AGENDA ITEM

REQUEST FOR CONSIDERATION OF A PROPOSED ORDINANCE AMENDMENT: Office of the City Clerk, re: to amend all Sections to Title 1, Chapter 1.08 (Election Precincts) to permanently consolidate precincts to reduce cost and to streamline the process for voters.

### BACKGROUND DETAILS

February 14, 2025

Honorable Members of the Council  
City of Livonia, Michigan

Re: Proposed Amendment to all Sections to Title 1, Chapter 1.08 (Election Precincts) of the Livonia Code of Ordinances, as amended.

Dear Council Members:

We are requesting an amendment to the Livonia Code of Ordinances to reflect consolidation of the current forty-four (44) election precincts, as done in odd years. These changes align with the recommendation from the Michigan Bureau of Elections to municipalities with multiple precincts to use current voter trends to permanently consolidate precincts to maximize and rebalance voting resources.

Attached are more details to better understand cost savings and how we plan to limit the impact on voters.

Thank you for your consideration in this matter.

Very truly yours,

**Lori L. Miller**

City Clerk

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to

be used in lieu of the recommendation)

Approve as submitted.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

.

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

.

DETAILED WORK BEING PERFORMED

.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

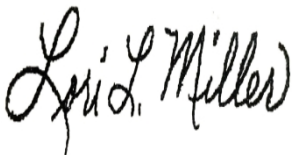
.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): .

#### ATTACHMENTS

1. S022425 Precinct Maps New Data Recd 2-19-25
2. S022425 LTC PropOrd-Clerk
3. Consolidation Request to Council, Feb 2025
4. Consolidation Proposal, Feb 2025

#### APPROVED BY



Lori Miller, MiPMC Level 2, City Clerk

Date: February 14, 2025



Carter Fisher, City Attorney

Date: February 14, 2025



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

Date: February 14, 2025

---

Maureen Miller Brosnan, Mayor

OFFICE OF THE CITY CLERK

LORI L. MILLER  
CITY CLERK

DORIS E. DeMARCO  
DEPUTY CITY CLERK



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2230  
FAX: (734) 421-1147

February 14, 2025

Honorable Members of the Council  
City of Livonia, Michigan

Re: Proposed Amendment to all Sections to Title 1, Chapter 1.08 (Election Precincts)  
of the Livonia Code of Ordinances, as amended.

Dear Council Members:

We are requesting an amendment to the Livonia Code of Ordinances to reflect consolidation of the current forty-four (44) election precincts, as done in odd years. These changes align with the recommendation from the Michigan Bureau of Elections to municipalities with multiple precincts, to use current voter trends to permanently consolidate precincts to maximize and rebalance voting resources.

Attached are more details to better understand cost savings and how we plan to limit the impact on voters.

Thank you for your consideration in this matter.

Very truly yours,

*Lori L. Miller*

City Clerk

LLM/ded  
Attachments

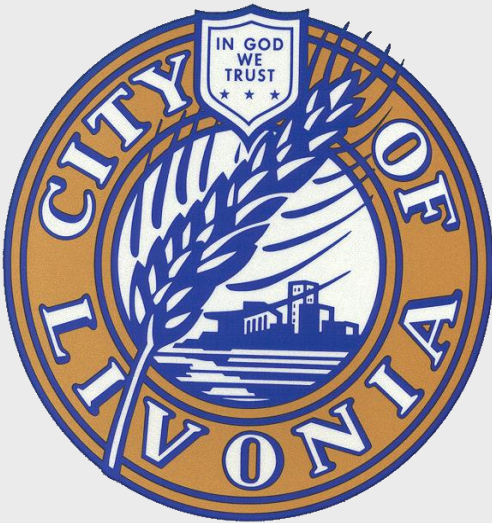
cc. Mayor, Department of Law, Engineering Division

# PRECINCT CONSOLIDATION

## Clerk's Office

Study Agenda

02/24/2025



**VOTE**  
**Livonia**

# Overview

1

Livonia Charter currently has established **44 precincts**. In odd years, for local elections, the Election Commission **consolidates to 26 precincts**.



2

In 2024, the State of Michigan revised precinct boundary allotment to allow municipalities to consolidate in even years.

3

This permanent consolidation will **eliminate 18 precincts** and **2 polling locations**.

4

This consolidation will also involve renumbering the precincts 1-26, without letters added, to simplify identification for voters.

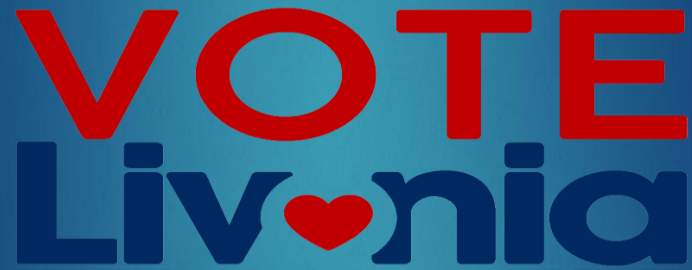
5

The Election Commission is in agreement with this recommendation to approve the proposed permanent precinct consolidation as submitted to Council.

# EXPANSION OF VOTER RIGHTS AND VOTER TRENDS

- ▶ Livonia has approximately **78,500 Registered voters**
- ▶ **25,527** voters (32%) are on our new **Permanent Ballot List** for Absentee Voting, and this continues to climb each election cycle
- ▶ **10,799 residents** utilized **Early Voting** in 2024 (the first year it was introduced) and that number will continue to rise substantially each year as voters continue to learn of its convenience, ease, and strict security protocols.
- ▶ With the expansion of voter rights, less voters are going to their polling locations to vote, choosing to use the Permanent Ballot list, Absentee Voting, and Early Voting.
- ▶ The Michigan Bureau of Elections recommends municipalities with multiple precincts, use these voter trends to permanently consolidate precincts to maximize and rebalance voting resources.

# COST SAVINGS



- ▶ Total savings **EACH** election: **\$91,786**
  - **\$32,490** in inspector salaries & training
  - **\$8,876** in testing of equipment
  - **\$50,420** in equipment purchasing & maintenance
  
- ▶ Two elections per year (Primary & General):  
**\$183,572**
  
- ▶ Every four-years (Presidential election years):  
**\$275,358**

*\*Purchase of equipment will be required in 2028; we will see a one-time savings of a minimum of \$135,00 from our current vendor.*

# CURRENT PRECINCTS VS. PROPOSED CONSOLIDATION

| Current Precinct | Precinct Location | Current Precinct | Precinct Location |
|------------------|-------------------|------------------|-------------------|
| 1A               | Clarenceville JHS | 20A              | Frost             |
| 1B               | Clarenceville JHS | 21A              | Frost             |
| 2A               | Clarenceville HS  | 22A              | Kennedy           |
| 3A               | Webster           | 22B              | Kennedy           |
| 3B               | Webster           | 23A              | Roosevelt         |
| 4A               | Webster           | 23B              | Roosevelt         |
| 7A               | Holmes            | 24A              | Roosevelt         |
| 8A               | Holmes            | 24B              | Riley             |
| 8B               | Holmes            | 25A              | Emerson           |
| 9A               | Hoover            | 31A              | Rosedale          |
| 10A              | Riley             | 31B              | Rosedale          |
| 11A              | Coolidge          | 32A              | Rosedale          |
| 12A              | Coolidge          | 33A              | Rosedale          |
| 13A              | Riley             | 34A16            | Grant             |
| 14A              | Riley             | 34A22            | Grant             |
| 15A              | Buchanan          | 34B              | Grant             |
| 16A              | Hoover            | 34C              | Grant             |
| 16B              | Buchanan          | 35A              | Emerson           |
| 17A              | Hoover            | 35B              | Emerson           |
| 17B              | Hoover            | 35C              | Emerson           |
| 18A              | Holmes            | 36A              | Emerson           |
| 19A              | Randolph          | 36B              | Cleveland         |
| 19B              | Randolph          |                  |                   |

| Proposed Precinct | Adjustment      | Proposed Location |
|-------------------|-----------------|-------------------|
| 1                 | 1A & 1B         | Clarenceville HS  |
| 2                 | 2A              | Clarenceville HS  |
| 3                 | 3A & 3B         | Webster           |
| 4                 | 4A              | Webster           |
| 5                 | 7A              | Holmes            |
| 6                 | 8A & 8B         | Holmes            |
| 7                 | 9A & 16A        | Hoover            |
| 8                 | 10A & 13A       | Riley             |
| 9                 | 11A & 12A       | Coolidge          |
| 10                | 14A & 15A       | Riley             |
| 11                | 16B & 17A       | Buchanon          |
| 12                | 17B & 21A       | Frost             |
| 13                | 18A             | Holmes            |
| 14                | 19A & 19B       | Randolph          |
| 15                | 20A             | Frost             |
| 16                | 22A & 22B       | Kennedy           |
| 17                | 23A & 23B       | Roosevelt         |
| 18                | 24A & 24B       | Riley             |
| 19                | 25A & 36A       | Emerson           |
| 20                | 36B             | Emerson           |
| 21                | 35A, 35B, & 35C | Emerson           |
| 22                | 34C             | Grant             |
| 23                | 34A16 & 34B     | Grant             |
| 24                | 34A22           | Grant             |
| 25                | 32A & 33A       | Rosedale          |
| 26                | 31A & 31B       | Rosedale          |



# LIMITING THE IMPACT ON VOTERS

- ▶ Proposed consolidations follow odd-year election practices, with minor exceptions to ensure ballots align.
- ▶ Limited proposed location changes while increasing precinct boundary allotment.
- ▶ Precinct boundaries remain unchanged, only merged with compatible precincts.
- ▶ All voters will be notified via **new voter ID cards** upon adoption of the new Ordinances adopted by Council.
- ▶ Community education will take place through a mass communication campaign that will last beyond 2025 to ensure all voters are aware of potential changes affecting them.



# Deadlines And Implementation

- ▶ April 1, 2025:
  - Wayne County's suggested deadline for all precinct changes, ensuring smooth programming and coding for a potential August election.
- ▶ May 1, 2025:
  - Voter ID cards mailed to all voters listing their new precinct number and polling location.
  - Community education and mass communication campaign begins to raise voter awareness.

**Thank you for your consideration of this proposal!**



**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

5. REQUEST TO WAIVE THE SEALED BID PROCESS AND AUTHORIZE THE PURCHASE OF TEN (10) MARKED AND EIGHT (8) UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING: Division of Police, re: from budgeted funds.

Captain Marcotte, Livonia Police Department, presented the request to Council. Cpt. Marcotte stated the Police Department uses the State of Michigan Cooperative bid pricing and the vehicles they are requested to purchase involve (10) marked vehicles and (8) unmarked vehicles. Cpt. Marcotte indicated it is part of their annual fleet program and concluded there are sufficient funds in the budget for the requested purchase of vehicles. Cpt. Marcotte stated the vehicle details were provided in the Council packet.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

5.

Police  
February 5, 2025

### MEETING DATE

### PRESENTED BY

S022425/R031025

### AGENDA ITEM

REQUEST TO WAIVE THE SEALED BID PROCESS AND AUTHORIZE THE PURCHASE OF TEN (10) MARKED AND EIGHT (8) UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING: Division of Police, re: from budgeted funds.

### BACKGROUND DETAILS

The proposed purchase is for the replacement of marked and unmarked police vehicles as part of our annual vehicle replacement program.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

The Livonia Division of Police is requesting authorization to purchase ten (10) marked and eight (8) unmarked vehicles. This proposed purchase is for the replacement of vehicles and will utilize \$862,511.00 from budgeted funds in accounts #101-325-985-000, 101-302-985-000 and 101-329-985-000. The vehicles will be utilized by officers assigned to both uniform and non-uniform assignments.

### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

### DETAILED WORK BEING PERFORMED

### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

Pursuant to Finance Ordinance 3.04.140 E.4, we are requesting a waiver of the sealed bid process, based on the police department's association with the State of Michigan cooperative purchasing consortium. Upon receipt of various bids and specifications from vetted participating vendors, the Livonia Division of Police requests to purchase the following vehicles for the replacement of marked

and unmarked vehicles, and will utilize \$862,511.00 from budgeted funds in accounts #101-325-985-000 (\$452,004.00), #101-302-985-000 (\$101,528.00) and 101-329-985-000 (\$308,979.00):

Account #101-325-985-000 (\$452,004.00)

(3) 2025 Dodge Durango Police AWD @ \$46,623.00 (\$139,869.00 total) from:  
LaFontaine CDJR - Lansing  
6131 S. Pennsylvania Avenue  
Lansing, MI 48911  
(517) 394-1022

(3) 2025 Police Interceptor Utility @ \$48,765.00 (\$146,295.00 total) from:  
Lunghamer Ford of Owosso LLC  
1960 E. Main Street  
Owosso, MI 48867  
(989) 214-3513

(2) 2025 Chevrolet Tahoe Police Pursuit Vehicle Utility @ \$54,969.00 (\$109,938.00 total) from:  
Todd Wenzel Chevrolet  
3156 Highland Drive, PO Box 310  
Hudsonville, MI 49426  
(734) 713-1065

(1) 2025 Dodge Ram 3500 Big Horn Crew Cab @ \$55,902.00 from:  
LaFontaine CDJR - Lansing  
6131 S. Pennsylvania Avenue  
Lansing, MI 48911  
(517) 394-1022

Account #101-302-985-000 (\$101,528.00)

(1) 2025 Ford Responder @ \$52,213.00 from:  
Lunghamer Ford of Owosso LLC  
1960 E. Main Street  
Owosso, MI 48867  
(989) 214-3513

(1) 2025 Police Interceptor Utility @ \$49,315.00 from:  
Lunghamer Ford of Owosso LLC  
1960 E. Main Street  
Owosso, MI 48867  
(989) 214-3513

Account # 101-329-985-000 (\$308,979.00)

(1) 2025 Dodge Durango GT @ \$56,510.00 from:  
LaFontaine CDJR - Lansing  
6131 S. Pennsylvania Avenue  
Lansing, MI 48911  
(517) 394-1022

(2) Chevrolet Malibu LT @ \$26,894.00 (\$53,788.00 total) from:  
Berger Chevrolet  
2525 28th Street E.  
Grand Rapids, MI 49512  
(616) 949-5200

(1) 2025 Ford Explorer @ \$54,496.00 from:  
Gorno Bros, Inc.  
22025 Allen Rd.  
Woodhaven, MI 48183

(1) 2025 Ram 1500 Big Horn @ \$50,159.00 from:  
LaFontaine CDJR - Lansing  
6131 S. Pennsylvania Avenue  
Lansing, MI 48911  
(517) 394-1022

(1) 2025 Chrysler Pacifica Select @ \$45,028.00 from:  
LaFontaine CDJR - Lansing  
6131 S. Pennsylvania Avenue  
Lansing, MI 48911  
(517) 394-1022

(1) 2025 Chevrolet Blazer RS @ \$48,998.00 from:  
Berger Chevrolet  
2525 28th Street E.  
Grand Rapids, MI 49512  
(616) 949-520

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Pursuant to Finance Ordinance 3.04.140 E.4, we are requesting a waiver of the sealed bid process, based on the police department's association with the State of Michigan cooperative purchasing consortium. We will utilize bid pricing under MiDeal Contracts #071B7700178, #071B7700183, 240000001206, MA240000001191, MA240000001193.

#### **ATTACHMENTS**

1. S022425 LTC MarkedUnmarked Police Veh
2. a. Lafontaine - 2025 Dodge Durango Quote
3. b.Lunghamer Ford - Police Interceptor
4. c.Todd Wenzel- 2025 Chevy Tahoe
5. d.Lafontaine -2025 Ram 4x4 Big Horn
6. e.Lunghamer Ford - 2025 Ford Responder

7. f.Lunghamer Ford - Police Interceptor - Red
8. g.LaFontaine - 2025 Dodge Durango
9. h.Berger Chevrolet - 2024 Malibu
10. i.Gorno Bros-2025 Ford Explorer
11. j.LaFontaine - 2025 Ram 1500 Big Horn
12. k.Berger Chevrolet - 2025 Chevrolet Bazer

APPROVED BY



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Thomas Goralski, Police Chief

Date: February 14, 2025



---

Debra Peck Lichtenberg, CPA, Finance Director

Date: February 14, 2025



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Carter Fisher, City Attorney

Date: February 14, 2025



---

Maureen Miller Brosnan, Mayor

Date: February 14, 2025



**Livonia Police Department**  
**Departmental Correspondence**

Date: December 7, 2024

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave

Lansing, MI. 48911

Michelle Deacon 517-394-1022

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK):

101-325-985-000

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost          |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|
| 2025 Dodge Durango Police AWD, Code: WDEE75                                                                         | 41194.00  | 3        | \$123,582.00        |
| 5.7L V8, Code: 22Z                                                                                                  | 3119.00   | 3        | 9357.00             |
| DB Black, Code: PXJ                                                                                                 | 0.00      | 3        | 0.00                |
| Black Cloth Bucket Seats w/ Rear Cloth Seats, Code: C5X9                                                            | 0.00      | 3        | 0.00                |
| Black Left LED Spot Lamp, Code: LNF                                                                                 | 700.00    | 3        | 2100.00             |
| Entire Fleet Alike Key (Freq 1), Code: GXF                                                                          | 410.00    | 3        | 1230.00             |
| Deactivate Rear Doors and Windows, Code: CW6                                                                        | 130.00    | 3        | 390.00              |
| Black Right LED Spot Lamp, Code: LNA                                                                                | 700.00    | 3        | 2100.00             |
| Skid Plate Group, Code: ADL                                                                                         | 370.00    | 3        | 1110.00             |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$139,869.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00              |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$139,869.00</b> |

Three quotes attached if over \$3,000

☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions: State of Michigan Contract Bid: 071B7700183

Submitted by (signature):

☒ If checked, please send copies to requestor.



**LaFontaine CDJR-Lansing****6131 S. Pennsylvania Ave.****Lansing, MI 48911****517-394-1022-Direct****517-394-1205-Fax**[mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)Name: City of Livonia

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: Rollie HoskinPhone: 734.466.2311Email: [rollie.hoskin@livonia](mailto:rollie.hoskin@livonia)Date: 11/14/2024Quote 111424

|                                        |                                                                                            |             |
|----------------------------------------|--------------------------------------------------------------------------------------------|-------------|
| State of Michigan Contract 071B7700183 |                                                                                            |             |
| WDEE75                                 | 2025 Dodge Durango AWD                                                                     | \$41,194.00 |
| 22Z                                    | 5.7L V8                                                                                    | \$3,119.00  |
| PXJ                                    | DB Black                                                                                   |             |
| C5X9                                   | Black Cloth Bucket Seats w/Rear Cloth Seats                                                |             |
| LNF                                    | Black Left LED Spot Lamp                                                                   | \$700.00    |
| GXF                                    | Entire Fleet Alike Key (FREQ 1)                                                            | \$410.00    |
| CW6                                    | Deactivate Rear Doors/Windows                                                              | \$130.00    |
| LNA                                    | Black Right LED Spot Lamp                                                                  | \$700.00    |
| ADL                                    | Skid Plate Group                                                                           | \$370.00    |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        | Per contract delivery is \$2.00 a mile one way mileage.                                    |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        |                                                                                            |             |
|                                        | By signing the purchase agreement you agree to purchase of the vehicle or vehicles X _____ |             |
|                                        |                                                                                            |             |
|                                        | Total Cost:                                                                                | \$46,623.00 |

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee



**Livonia Police Department**  
**Departmental Correspondence**

Date: December 7, 2024

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): Lunghamer Ford of Owosso LLC

1960 E. Main Street

Owosso, MI. 48867

Bill Campbell

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-325-985-000

Sole Source? ☐ N/A ☐ Yes ☒ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost          |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|
| Police Interceptor Utility All Wheel Drive, Code: K8A/500A                                                          | 47965.00  | 3        | \$143,895.00        |
| Agate Black, Code: UM                                                                                               | 0.00      | 3        | 0.00                |
| Spot Lamp-Dual, Code: 51V                                                                                           | 670.00    | 3        | 2010.00             |
| 1/4 Size Picture in Picture, Code: 87M                                                                              | 0.00      | 3        | 0.00                |
| Rear Door Handles Inop / Locks / Rear Windows, Code: 68G                                                            | 80.00     | 3        | 240.00              |
| Lock System, Code: 59D                                                                                              | 50.00     | 3        | 150.00              |
| Global Lock / Unlock feature, Code: 18D                                                                             | 0.00      | 3        | 0.00                |
|                                                                                                                     |           |          | 0.00                |
|                                                                                                                     |           |          | 0.00                |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$146,295.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00              |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$146,295.00</b> |

Three quotes attached if over \$3,000 ☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions:

Submitted by (signature):

☒ If checked, please send copies to requestor.

# State of Michigan

## 2025 Utility Police Interceptor

### Major Standard Equipment

#### **MECHANICAL**

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection FFV
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

#### **EXTERIOR**

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2 nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

#### **INTERIOR/COMFORT**

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Climate Control – Rear Aux A/C System
- Dark Car
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (2) USB A+C Type Ports
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1 st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters

- 1 st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
- 1 st Row – Passenger 4-way Power track with 2-way power recline and 2-way power lumbar
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2 nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- Speedometer – New 12.3" Display Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

#### **SAFETY/SECURITY**

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Cross Traffic Brake Assist (HNYAC)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.
- Pre-Collision Mitigation system Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Rearview Camera viewable on 8" Center Stack Screen
- 1/4 Scale Rear Camera Display (Available)
- Reverse Sensing System
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

#### **FUNCTIONAL**

- 100 Watt Siren/Speaker Prep Kit
- Speed Control
- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- SYNC® Phoenix
- Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- USB Port – (1)
- 8" Color LCD Screen Center-Stack "Smart Display"
- Supports Android Auto and Apple CarPlay
- UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
- Allows data to be provided to support Ford Pro™ Telematics and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- Front door tether straps (driver/passenger)
- PAITRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)
- Police Engine Idle
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs
- Two-way radio pre-wire
- Two (2) 50 – amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

#### **WARRANTY**

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard



## Police Interceptor Utility Base Prices

|                                     |                                                                                           |             |
|-------------------------------------|-------------------------------------------------------------------------------------------|-------------|
| <input type="checkbox"/>            | Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A         | \$44,591.00 |
| <input checked="" type="checkbox"/> | Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A                     | \$47,965.00 |
| <input type="checkbox"/>            | Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A | \$47,118.00 |

| <u>VEHICLE COLOR: Order Code</u> | <u>Interior Trim Color</u><br><u>Charcoal Black (9W)</u> |                                     |
|----------------------------------|----------------------------------------------------------|-------------------------------------|
| Dark Blue                        | [LK]                                                     | [ ]                                 |
| Royal Blue                       | [LM]                                                     | [ ]                                 |
| Vermillion Red                   | [E4]                                                     | [ ]                                 |
| Silver Grey Metallic             | [TN]                                                     | [ ]                                 |
| Iconic Silver Metallic           | [JS]                                                     | [ ]                                 |
| Agate Black                      | [UM]                                                     | <input checked="" type="checkbox"/> |
| Oxford White                     | [YZ]                                                     | [ ]                                 |
| Sterling Grey Metallic           | [UJ]                                                     | [ ]                                 |
| Carbonized Grey                  | [M7]                                                     | [ ]                                 |

### INTERCEPTOR OPTIONAL FEATURES:

| <u>Flooring/Seats</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Code</u> | <u>\$Cost</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| <input type="checkbox"/> 1st and 2nd row carpet floor covering                                                                                                                                                                                                                                                                                                                                                                                                                          | 16C         | 150.00        |
| <input type="checkbox"/> 2nd Row Cloth Seats                                                                                                                                                                                                                                                                                                                                                                                                                                            | F6/ 88F     | 70.00         |
| <input type="checkbox"/> Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)                                                                                                                                                                                                                                                                                                                                                                                             | 85R         | 60.00         |
| <input checked="" type="checkbox"/> <u>Interior Upgrade Package</u>                                                                                                                                                                                                                                                                                                                                                                                                                     | 65U         | 390.00        |
| <ul style="list-style-type: none"> <li>• 1st and 2nd Row Carpet Floor Covering</li> <li>• Cloth Seats – Rear</li> <li>• Center Floor Console less shifter w/unique Police console finish plate</li> <li>• Includes Console and Top Plate with 2 cup holders</li> <li>• Floor Mats, front and rear (carpeted)</li> <li>• 18" Aluminum Wheel</li> <li>• Selectable Sport Mode</li> <li>• High Series Headlamp with LED Corner Warning Lights</li> <li>• Includes SYNC® Phoenix</li> </ul> |             |               |
| <b>Note:</b> Note: Not available with EcoBoost Powertrain (99C/44U).                                                                                                                                                                                                                                                                                                                                                                                                                    |             |               |
| <u>Lamps/Lighting</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             |               |
| <input type="checkbox"/> Side Marker LED – Sideview Mirrors (Red / Blue)                                                                                                                                                                                                                                                                                                                                                                                                                | 63B         | 340.00        |
| <input type="checkbox"/> Rear Quarter Glass Side Marker Lights (Red/Blue)                                                                                                                                                                                                                                                                                                                                                                                                               | 63L         | 580.00        |
| <input type="checkbox"/> Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)                                                                                                                                                                                                                                                                                                                                                                                      | 21L         | 580.00        |
| <input type="checkbox"/> Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)                                                                                                                                                                                                                                                                                                                                                         | 43A         | 400.00        |
| <input type="checkbox"/> Rear Spoiler Traffic Warning Light                                                                                                                                                                                                                                                                                                                                                                                                                             | 96T         | 1500.00       |
| <input type="checkbox"/> Spot Lamp – Driver Only (LED Bulbs) (Unity)                                                                                                                                                                                                                                                                                                                                                                                                                    | 51R         | 400.00        |
| <input type="checkbox"/> Spot Lamp – Driver Only (LED Bulbs) (Whelen)                                                                                                                                                                                                                                                                                                                                                                                                                   | 51T         | 420.00        |
| <input type="checkbox"/> Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)                                                                                                                                                                                                                                                                                                                                                                                                    | 51S         | 620.00        |
| <input checked="" type="checkbox"/> Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)                                                                                                                                                                                                                                                                                                                                                                                        | 51V         | 670.00        |
| <u>Body</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |               |
| <input type="checkbox"/> Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)                                                                                                                                                                                                                                                                                                                                                                                                     | 92G         | 120.00        |
| <input type="checkbox"/> Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)                                                                                                                                                                                                                                                                                                                                                                                 | 92R         | 90.00         |
| <input type="checkbox"/> Deflector Plate                                                                                                                                                                                                                                                                                                                                                                                                                                                | 76D         | 340.00        |
| <u>Wheels</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |               |
| <input type="checkbox"/> Wheel Covers (18" Full Face Wheel Cover)                                                                                                                                                                                                                                                                                                                                                                                                                       | 65L         | 60.00         |
| <u>Misc</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |               |
| <input type="checkbox"/> Engine Block Heater                                                                                                                                                                                                                                                                                                                                                                                                                                            | 41H         | 190.00        |
| <input type="checkbox"/> License Plate Bracket – Front                                                                                                                                                                                                                                                                                                                                                                                                                                  | 153         | N/C           |
| <input type="checkbox"/> Badge Delete (Police Interceptor Badge Only)                                                                                                                                                                                                                                                                                                                                                                                                                   | 16D         | N/C           |
| <input type="checkbox"/> 100 Watt Siren/Speaker (includes bracket and pigtail)                                                                                                                                                                                                                                                                                                                                                                                                          | 18X         | 350.00        |
| <input type="checkbox"/> Noise Suppression Bonds (Ground Straps)                                                                                                                                                                                                                                                                                                                                                                                                                        | 60R         | 100.00        |
| <input type="checkbox"/> Rear Bumper Step Pad                                                                                                                                                                                                                                                                                                                                                                                                                                           | 16P         | 100.00        |

### Audio/Video

#### ☐ **12.1" Integrated Computer Screen** 47E 3700.00

- Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area
- Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable
- Includes SYNC Phoenix ®

#### ☒ 1/4 Size Picture in Picture (8" Rear Camera Image in upper lefthand quadrant of display). **Not available with Integrated Computer Screen (47E)** 87M N/C

### Doors/Windows

#### ☒ **Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) \*\*\*\*\* OLD STYLE REAR HATCH LOCK / UNLOCK \*\*\*\*\*** 18D N/C

#### ☐ Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable 52P 160.00

#### ☒ **Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.** 68G 80.00

#### ☐ Lock system; Single Key/All Vehicles Keyed Alike 59\_ 50.00

Keyed Alike 1284x= **59B**    Keyed Alike 1294x= **59C**    Keyed Alike 0135x= **59D**

Keyed Alike 1435x= **59E**    Keyed Alike 0576x= **59F**    Keyed Alike 0151x= **59G**

Keyed Alike 1111x= **59J**

### Safety & Security

#### ☐ Ballistic Door Panels – Driver Front Door Only (Level 3+) 90D 1590.00

#### ☐ Ballistic Door Panels – Driver & Pass Front Doors (Level 3+) 90E 3170.00

#### ☐ Ballistic Door Panels – Driver Front Door Only (Level 4+) 90F 2420.00

#### ☐ Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) 90G 4830.00

#### ☐ Extra Key \$10.00x\_\_= Parts 10.00 ea

#### ☐ Remote Starter Parts 550.00

#### ☐ Gun Vault 63V 270.00

#### ☐ **Front Headlamp Lighting Solution** 66A 900.00

- Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue)
- Includes pre-wire for grille LED lights, siren and speaker (60A)
- Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included

**Note: Included with Ready for the Road (67H)**

**Note: Recommend using Ultimate Wiring Package (67U)**

**Note: Included with Police Upgrade Package (65U)**

#### ☐ **Tail Lamp Lighting Solution** 66B 430.00

- Includes LED Tail Lamp Wig-Wag Module
- LED lights only. Wiring, controller "not" included

**Note: Included with Ready for the Road (67H)**

**Note: Recommend using Ultimate Wiring Package (67U)**

#### ☐ **Rear Lighting Solution** 66C 460.00

- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)
- LED lights only. Wiring, controller "not" included

**Note: Included with Ready for the Road (67H)**

**Note: LED lights only – does "not" include wiring or controller**

#### ☐ **Police Wire Harness Connector Kit – Front/Rear** 67V 200.00

**For connectivity to Ford PI Package solutions includes:**

##### **• Front**

- (2) Male 4-pin connectors for siren
- (5) Female 4-pin connectors for lighting/siren/speaker
- (1) 4-pin IP connector for speakers
- (1) 4-pin IP connector for siren controller connectivity
- (1) 8-pin sealed connector
- (1) 14-pin IP connector

##### **• Rear**

- (2) Male 4-pin connectors for siren
- (5) Female 4-pin connectors for lighting/siren/speaker
- (1) 4-pin IP connector for speakers
- (1) 4-pin IP connector for siren controller connectivity
- (1) 8-pin sealed connector

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| <b>[ ] Ultimate Wiring Package</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>67U</b> | <b>640.00</b>  |
| <ul style="list-style-type: none"> <li>• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Wiring harness I/P to rear cargo area (overlay)</li> <li>– Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)</li> <li>– One (1) 10-amp siren/speaker circuit engine compartment</li> <li>• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights</li> <li>• Does “not” include LED lights, side connectors or controller</li> </ul>                                                                                                                                                                                                                                 |            |                |
| <b>Note: Recommend Police Wire Harness Connector Kit 67V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                |
| <b>Note: Not available with options: 65U, 67H</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |                |
| <b>[ ] Ready for the Road Package All-in Complete Package</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>67H</b> | <b>3800.00</b> |
| <b>All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                |
| <ul style="list-style-type: none"> <li>• Whelen Cencom Light Controller Head with dimmable backlight</li> <li>• Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)</li> <li>• Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails</li> <li>• High current pigtail</li> <li>• Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Rear console plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Grille linear LED Lights (Red / Blue) and harness</li> <li>• 100-Watt Siren / Speaker</li> <li>• Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)</li> </ul> |            |                |
| <b>Note: Not available with options: 66A, 66B, 66C, 67U and 65U</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                |
| <b><u>Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                |
| <b>[ ] 5-Year Premium Care Warranty (500 Plus Components Coverage)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | <b>2950.00</b> |

**Total Price \$ \_\_\_\_\_ ea**



**Livonia Police Department**  
**Departmental Correspondence**

Date: December 7, 2024

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): Todd Wenzel Chevrolet

3156 Highland Dr. PO. Box: 310

Hudsonville, MI. 49426

Albert Li

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-325-985000

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost          |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------|
| 2025 Chevrolet Tahoe 4wd PPV Utility, Code: CK10706                                                                 | 54969.00  | 2        | \$109,938.00        |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
|                                                                                                                     |           |          |                     |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$109,938.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | <b>\$0.00</b>       |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$109,938.00</b> |

Three quotes attached if over \$3,000

☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions: State of Michigan Contract Bid: 071B7700178

MiDeal Spec # 1010=POL

Submitted by (signature):

☐ If checked, please send copies to requester.

**Todd Wenzel Buick GMC and TW Chevrolet**Albert Li | (734) 713-1065 | [ali@toddwenzel.com](mailto:ali@toddwenzel.com)**City of Livonia Police Dept****Prepared For: Rollie Hoskin**

(734) 466-2311

[rollie.hoskin@livoniapd.com](mailto:rollie.hoskin@livoniapd.com)

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7)

***TODD WENZEL CHEVROLET***3156 Highland Dr, PO Box 310  
Hudsonville, MI 49426State of Michigan MiDeal Contract # 071B7700178  
MiDeal Spec # 1010-POL**City of Livonia Pricing****(MiDeal Pricing)****2025 Chevrolet Tahoe 4wd PPV Utility****7400# GVWR    5.3L V8 Gas / 10-Spd Auto Trans    4wd 9C1 Pkg****SPEC 1010 - 2025 Chevrolet Tahoe 4wd PPV Utility    \$ 54,969.00**Prices Quoted are for a MiDeal GM Factory Order.  
FOB Livonia, MI



Todd Wenzel Buick GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) ( Complete )

Selected Model and Options

MODEL

| CODE    | MODEL                                   |
|---------|-----------------------------------------|
| CK10706 | 2025 Chevrolet Tahoe 4WD 4dr Commercial |

COLORS

| CODE | DESCRIPTION |
|------|-------------|
| GBA  | Black       |

OPTIONS

| CODE | DESCRIPTION                                                          |
|------|----------------------------------------------------------------------|
| Z56  | Suspension Package, heavy-duty, police-rated.                        |
| FE9  | Emissions, Federal requirements                                      |
| L84  | Engine, 5.3L EcoTec3 V8                                              |
| MHU  | Transmission, 10-speed automatic                                     |
| C6G  | GVWR, 7600 lbs. (3447 kg)                                            |
| GU5  | Rear axle, 3.23 ratio                                                |
| 1FL  | Commercial Preferred Equipment Group                                 |
| PXT  | Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel                           |
| XCS  | Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit |
| GBA  | Black                                                                |
| AZ3  | Seats, front 40/20/40 split-bench                                    |
| H1T  | Jet Black, Cloth seat trim                                           |
| URW  | Audio system, 17.7" diagonal advanced color LCD display              |
| 9C1  | Identifier for Police Package Vehicle                                |
| AMF  | Remote Keyless Entry Package                                         |
| K3W  | Battery, 850 cold-cranking amps with 95 amp hour rating              |
| K6K  | Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating   |
| KX4  | Alternator, 250 amps                                                 |
| V76  | Recovery hooks, 2 front, frame-mounted, Black                        |
| RC1  | Skid plate, front                                                    |
| —    | Capless Fuel Fill                                                    |

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**Todd Wenzel Buick GMC and TW Chevrolet**

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) ( Complete )

**OPTIONS****CODE DESCRIPTION**

|     |                                                                                                                    |
|-----|--------------------------------------------------------------------------------------------------------------------|
| RNQ | Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap                                      |
| RAV | Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit                                            |
| WUA | Fascia, front high-approach angle                                                                                  |
| V53 | Luggage rack side rails, delete                                                                                    |
| —   | Exterior ornamentation delete                                                                                      |
| ATD | Seat delete, third row                                                                                             |
| VZ2 | Speedometer calibration                                                                                            |
| —   | Instrumentation, analog                                                                                            |
| AU7 | Key common, fleet                                                                                                  |
| BTV | Remote start                                                                                                       |
| K34 | Cruise control, electronic with set and resume speed                                                               |
| —   | Theft-deterrent system, vehicle, PASS-Key III                                                                      |
| —   | Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness                        |
| —   | Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness                                     |
| —   | Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring |
| AYH | Airbags, Frontal airbags for driver and front outboard passenger;                                                  |
| —   | Seat belts, 3-point, all seating positions                                                                         |
| —   | Active Hill Hold Assist                                                                                            |
| UD7 | Rear Parking Assist                                                                                                |
| —   | Protected idle                                                                                                     |
| 6J3 | Wiring, grille lamps and siren speakers                                                                            |
| 6J4 | Wiring, horn and siren circuit                                                                                     |
| UT7 | Ground wires, blunt cut cargo area and blunt cut console area                                                      |
| T66 | Wiring provision, for outside mirrors and cargo side mirrors                                                       |
| 6J7 | Flasher system, headlamp and taillamp, DRL compatible with control wire                                            |
| 5J9 | Calibration, taillamp flasher, Red/White                                                                           |
| 5LO | Calibration, taillamp flasher, Red/Red                                                                             |
| 6C7 | Lighting, red and white front auxiliary dome                                                                       |

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Todd Wenzel Buick GMC and TW Chevrolet

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) (✔ Complete)

| OPTIONS       |                                                                                                      |
|---------------|------------------------------------------------------------------------------------------------------|
| CODE          | DESCRIPTION                                                                                          |
| T53           | Lamps, alternate flashing Red & Blue rear compartment lid warning                                    |
| 7X2           | Spotlamps, left- and right-hand                                                                      |
| 5J1           | Calibration, keyless remote panic button and exterior lights/horn disable                            |
| 5J3           | Calibration, Surveillance Mode interior lighting                                                     |
| BCV           | Lock control, driver side auto door lock disable                                                     |
| 6N6           | Door locks and handles, inside rear doors inoperative                                                |
| 6E2           | Fleet Calibration                                                                                    |
| 5T5           | Seats, front cloth and second row vinyl                                                              |
| 6N5           | Switches, rear window inoperative                                                                    |
| UTQ           | Theft-deterrent system                                                                               |
| 9G8           | Headlamps, Daytime Running Lamps and automatic headlamp control delete                               |
| VPV           | Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly |
| Options Total |                                                                                                      |

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## Todd Wenzel Buick GMC and TW Chevrolet

Albert Li | (734) 713-1065 | all@toddwenzel.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) (✔ Complete)

### Standard Equipment

#### Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Engine control, stop/start system disable button, non-latching (Not available when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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**Todd Wenzel Buick GMC and TW Chevrolet**

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**[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) ( Complete )****Exterior**

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black with chrome accent strip

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

**Entertainment**

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

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[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) ( ☒ Complete )

### Entertainment

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

### Interior

Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, front passenger 8-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Universal Vehicle Module

Theft-deterrent system, electrical, unauthorized entry

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Todd Wenzel Buick GMC and TW Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) (✔ Complete)

| Interior                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Display, automatic occupant sensing (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)                                                                                                                                  |
| Wireless Phone Charging, for portable devices                                                                                                                                                                                          |
| USB ports, 2 type-A and C, charge and data, located on front console                                                                                                                                                                   |
| USB ports, 2 type-C, charge-only, located in third row                                                                                                                                                                                 |
| Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants                                                                                        |
| Air conditioning, rear                                                                                                                                                                                                                 |
| Defogger, rear-window electric                                                                                                                                                                                                         |
| Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area                                                                                                                                              |
| Sill plates, bright, front and rear door                                                                                                                                                                                               |
| Mirror, inside rearview manual day/night                                                                                                                                                                                               |
| Visors, driver and front passenger illuminated vanity mirrors, sliding                                                                                                                                                                 |
| Assist handles, overhead, driver and front passenger, located in headliner                                                                                                                                                             |
| Assist handles, front passenger A-pillar and second row outboard B-pillar                                                                                                                                                              |
| Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions |
| Cargo management system                                                                                                                                                                                                                |
| Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)                                                                                                                                           |

| Safety-Interior                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)                                                                                                                                                                                                                                                                                                                                           |
| Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)                                                                                                                                                                               |
| Hill Start Assist                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)                                                                                                                                                                                                                                                               |
| Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)                                                                                                                                                                                                                                                                                                                                      |
| HD Surround Vision                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Rear Camera Washer                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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**Todd Wenzel Buick GMC and TW Chevrolet**Albert Li | (734) 713-1065 | [all@toddwenzel.com](mailto:all@toddwenzel.com)**[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) (✓ Complete)****Safety-Interior**

Rear Pedestrian Alert

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Safety Alert Seat

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See [onstar.com](http://onstar.com) for details and limitations.)

**Safety-Mechanical**

Enhanced Automatic Emergency Braking

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

StabiliTrak, stability control system with brake assist, includes traction control

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**Todd Wenzel Buick GMC and TW Chevrolet**

Albert Li | (734) 713-1065 | ali@toddwenzel.com

**[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (7) (✔ Complete)****WARRANTY**

Warranty Note: &lt;&lt;&lt; Preliminary 2025 Warranty &gt;&gt;&gt;

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L &amp; 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L &amp; 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Livonia Police Department  
**Departmental Correspondence**

Date: January 13, 2025

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)  
☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): LaFontaine CDJR-Lansing  
6131 S. Pennsylvania Ave  
Lansing, MI. 48911  
Michelle Deacon 517-394-1022

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-325-985-000

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost  |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------|
| 2025 Ram 3500 4x4 Big Horn Crew Cab, Code: D28H91                                                                   | 47417.00  | 1        | \$47,417.00 |
| 6.4L V8, Code: 2UZ                                                                                                  | 0.00      | 0        | 0.00        |
| Diamond Black, Code: PXJ                                                                                            | 0.00      | 0        | 0.00        |
| Black Cloth Bucket Seats, Code: MJX9                                                                                | 0.00      | 0        | 0.00        |
| Auxiliary Switches - I/P Mounted, Code: LHL                                                                         | 255.00    | 1        | 255.00      |
| Rear Wheelhouse Liners, Code: MWH                                                                                   | 195.00    | 1        | 195.00      |
| Flat Wheel / Wheel Side Steps Painted, Code: MY5                                                                    | 845.00    | 1        | 845.00      |
| Night Edition, Code: ASH                                                                                            | 1995.00   | 1        | 1995.00     |
| Big Horn Level 2 Plus Equipment Group, Code: A7H                                                                    | 5195.00   | 1        | 5195.00     |
| <b>Subtotal</b>                                                                                                     |           |          | \$55,902.00 |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00      |
| <b>TOTAL</b>                                                                                                        |           |          | \$55,902.00 |

Three quotes attached if over \$3,000 ☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions: State of Michigan Contract Bid: 240000001206

Submitted by (signature):

☒ If checked, please send copies to requestor.

# LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

[mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)

|          |                                                                  |        |      |
|----------|------------------------------------------------------------------|--------|------|
| Name:    | City of Livonia                                                  |        |      |
| Address: |                                                                  |        |      |
| City:    |                                                                  | State: | Zip: |
| Contact: | Rollie Hoskin                                                    |        |      |
| Phone:   | 734.466.2311                                                     |        |      |
| Email:   | <a href="mailto:rollie.hoskin@livonia">rollie.hoskin@livonia</a> |        |      |

Date: 1/6/2025

Quote 010625

|                                                                                      |                                       |             |
|--------------------------------------------------------------------------------------|---------------------------------------|-------------|
| State of Michigan Contract 240000001206                                              |                                       |             |
| D28H91                                                                               | 2025 Ram 3500 Big Horn Crew Cab       | \$47,417.00 |
| 2UZ                                                                                  | 6.4L V8 Hemi                          |             |
| PXJ                                                                                  | Diamond Black                         |             |
| MJX9                                                                                 | Black Premium Cloth Bucket Seats      |             |
| LHL                                                                                  | Auxiliary Switches - I/P Mounted      | \$255.00    |
| MWH                                                                                  | Rear Wheelhouse Liners                | \$195.00    |
| MY5                                                                                  | Flat Whl-to-Whl Side Steps Painted    | \$845.00    |
| ASH                                                                                  | Night Edition                         | \$1,995.00  |
| A7H                                                                                  | Big Horn level 2 Plus Equipment Group | \$5,195.00  |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
| Per contract delivery is \$2.00 a mile one way mileage.                              |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
|                                                                                      |                                       |             |
| By signing the purchase agreement you agree to purchase of the vehicle or vehicles X |                                       |             |
|                                                                                      |                                       |             |
| Total Cost:                                                                          |                                       | \$55,902.00 |

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee



**Livonia Police Department**  
**Departmental Correspondence**

Date: December 7, 2024

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)  
☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): Lunghamer Ford of Owosso LLC

1960 E. Main Street

Owosso, MI. 48867

Bill Campbell

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon): [Signature]

Account Number (LEAVE BLANK): 101-302-985-000

Sole Source? ☐ N/A ☐ Yes ☒ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| 2025 Ford Responder 150A Crew Cab 5.5 Ft. Box 145" WB, Code: W1P 4x4                                                | 48248.00  | 1        | \$48,248.00        |
| 18" Aluminum Wheels, Code: 64H                                                                                      | 485.00    | 1        | 485.00             |
| Black Platform Running Boards, Code: 18B                                                                            | 255.00    | 1        | 255.00             |
| Power Sliding Rear Window, Code: 435 / 924                                                                          | 560.00    | 1        | 560.00             |
| Front / Rear Chrome Bumper with Fog Lamps, Code: 17C / 595                                                          | 325.00    | 1        | 325.00             |
| Mirrors Sideview Manual folding, Code: 54R / 59S                                                                    | 585.00    | 1        | 585.00             |
| Remote Keyless Entry, Code: 67P                                                                                     | 350.00    |          | 350.00             |
| Remote Starter, Code: SIG                                                                                           | 575.00    | 1        | 575.00             |
| Spray in Bedliner, Code: ZBT                                                                                        | 650.00    | 1        | 650.00             |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$52,033.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$52,033.00</b> |

Three quotes attached if over \$3,000

☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions:

Submitted by (signature): [Signature]

☐ If checked, please send copies to requestor.

PAGE 2

| Item / Description / Order Number                 | Cost each | Quantity | Total Cost  |
|---------------------------------------------------|-----------|----------|-------------|
| SUBTOTAL FROM PRIOR PAGE                          |           |          | \$52,033.00 |
| Rear Wheel Arch Liner, Code: 96L                  | 180.00    | 1        | 180.00      |
| Atlas Blur, Code: B3                              | 0.00      | 1        | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
|                                                   |           |          | 0.00        |
| <b>Subtotal</b>                                   |           |          | \$52,213.00 |
| Shipping & Handling (enter in "Cost Each" column) |           |          | \$0.00      |
| <b>TOTAL</b>                                      |           |          | \$52,213.00 |

Please contact Computers at x2020 if you have any trouble with this form.

# 2025 F-150 Police Responder Super Crew

## Major Standard Equipment

### MODEL/SERIES/AVAILABILITY

- Pursuit Rated Model
- 3.5L V6 EcoBoost® 4x4 145" WB

### MECHANICAL

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator – 240 amp
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour Meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

### EXTERIOR

- Badges – Tailgate
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank – Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable
- Tires – LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing – 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels – 18" Steel Wheel
- Wipers – Intermittent speed

### INTERIOR/COMFORT

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 12" Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Center Console Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn – Dual-Note
- Illuminated Entry

- Manual Air Conditioning, Single Zone
  - Outside Temperature Display
  - Power Door Locks
  - Powerpoint (2) 12V – Front
  - Rear Driver-side/Passenger-side Solar Tint
  - Rear-window with Fixed Glass and Solar Tint
  - Rearview Mirror, Day/Night
  - Scuff Plate, Driver and Front-Passenger Doors
  - Seat, Front
  - Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
  - 8-Way power driver/manual passenger
  - Built-in steel intrusion plates in both front-seatbacks
  - Seat, Rear – Vinyl, 60/40 flip-up split seat with elongated cushion
  - Speedometer – Calibrated (includes digital readout)
  - Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
  - Universal Top Tray – Center of I/P for mounting aftermarket equipment
  - Visor, Driver Side; Visor with Mirror, Passenger-Side
- ### SAFETY/SECURITY
- AdvanceTrac® w/RSC® (Roll Stability Control™)
  - Airbags
  - Autolock
  - Door Lock Cylinders (Front Driver/Passenger door)
  - Fixed LED Headlamps
  - Illuminated Entry
  - Rainlamp Wiper Activated Headlamps
  - Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
  - Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
  - SOS Post-Crash Alert System™
  - Simple Fleet Key – (Inner-milled, w/o microchip, easy to replace; 4-keys)
  - Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) Note: Includes unique one-touch temporary disable switch for Law Enforcement use.
  - Tire Pressure Monitoring System (TPMS) Note: F-150 Police Responder was designed and developed to meet the same federal fuel system crash standards as retail vehicles and other manufacturers' police vehicles. Ford Police Interceptors are the only vehicles on the market designed for the 75 mph rear-impact crash test.

### DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Reverse Sensing System
- Hill Start Assist
- SYNC® 4

### FUNCTIONAL

- AM/FM Stereo – 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80-amp battery ground circuit
- Police Engine Idle

### FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control™
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

### WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper **POWERTRAIN CARE**

### EXTENDED SERVICE PLAN

- 5-Year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard



## Responder 150A Crew Cab 5.5 Ft. Box 145" WB

**[x] Base Price W1P 4x4** (3.5L V6 EcoBoost™ engine 7000 GVWR 2030 PAYLOAD) 998/44G

**\$48,248.00**

### Available Options

#### ☐ Interior Upgrade Package

- Floor Console without Shifter (Maintains Column Shifter)
- Color-Coordinated Carpet w/Carpeted Floor Mats
- Cloth Seats – Police-Grade, Heavy-Duty Cloth – Front and Rear
- Floor Liner – Tray Style

#### ☐ Power Passenger Seat 8-Way

#### ☒ 18" Aluminum Wheels

#### ☐ Trailer Brake Controller

#### ☐ Badge Delete **(Removes Rear Police Responder Badge)**

#### ☒ Black Platform Running Boards

#### ☐ Rear Window, Privacy Glass with Defroster

#### ☒ Power-Sliding Rear-Window (Includes Privacy Glass and Rear Defroster)

#### ☐ Fog Lamps

#### ☒ Front / Rear Chrome Bumper with Fog Lamps

#### ☐ Daytime Running Lights **(Not Recommended for Police Use)**

#### ☐ Engine Block Heater

#### ☒ Mirrors Sideview Manual-folding, Power Glass with Heat, Turn Signal

Auto-Dimming Feature (Driver's Side), High-Intensity LED Security

Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps

**Not Available with Spot Light Options.**

#### ☐ Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps **Includes Rear Defroster with Privacy Glass (924)**

**Not Available with Spot Light Options.**

#### ☐ Rear-Door controls Inoperable (locks, handles and windows) Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches

#### ☐ Lock system; Single Key/All Vehicles Keyed Alike (Not Compatible with Police Interceptor Utility Keyed Alike) Keyed Alike 1284x= **62B**    Keyed Alike 1294x= **62C**    Keyed Alike 0135x= **62D** Keyed Alike 1435x= **62E**    Keyed Alike 0576x= **62F**    Keyed Alike 0151x= **62G** Keyed Alike 1111x= **62J**

#### ☒ Remote Keyless Entry w/4 Key Fobs **(Must order for Remote Entry)**

#### ☒ Remote Starter **(Requires Remote Keyless Entry Option 67P)**

#### ☐ Front License Plate Holder

#### ☒ Spray in Bedliner

#### ☐ Bed Liner – Plastic, Drop-in

#### ☒ Rear Wheel Arch Liner

#### ☐ Tonneau Pickup Box Cover – Soft Folding

#### ☐ Tonneau Pickup Box Cover – Hard Folding

#### ☐ Tonneau Pickup Box Cover – Retractable

#### ☐ Single LED Spot Lamps Unity

#### ☐ Single LED Spot Lamps Whelen

#### ☐ Dual LED Spot Lamp Unity

#### ☐ Dual LED Spot Lamp Whelen

#### ☐ Heated Dual Power Glass Mirrors **(Only Available w/Spot Light Option)**

### Option Code

19A/47R

### Price

810.00

61P

300.00

64H

485.00

67T

280.00

41A

N/C

18B

255.00

924

100.00

435/924

560.00

595

145.00

17C/595

325.00

942

45.00

41H

90.00

54R/59S

585.00

54Y/59S/924

590.00

17R

180.00

62\_

50.00

67P

350.00

SIG

575.00

153

N/C

ZBT

650.00

LUN

450.00

96L

180.00

LUN

790.00

LUN

1400.00

LUN

2400.00

59E

405.00

59F

430.00

59G

635.00

59J

680.00

54R

405.00

### **Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage**

#### ☐ 5-Year Premium Care Warranty (500 Plus Components Coverage)

2950.00

Colors & Trim Availability:

| <u>Exterior</u> |      | Interior<br><u>(Black/Med. Earth Grey)(PB)</u> |
|-----------------|------|------------------------------------------------|
| Agate Black     | (UM) | [ ]                                            |
| Oxford White    | (YZ) | [ ]                                            |
| Vermillion Red  | (E4) | [ ]                                            |
| Carbonized Gray | (M7) | [ ]                                            |
| Antimatter Blue | (HX) | [ ]                                            |
| Iconic Silver   | (JS) | [ ]                                            |
| Atlas Blue      | (B3) | <del>[ ]</del>                                 |

**TOTAL \$** \_\_\_\_\_



**Livonia Police Department**  
**Departmental Correspondence**

Date: December 7, 2024

To: Capt. Yon through Channels

Submitted by / Dept.: Hoskin / Administration

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)  
☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): Lunghamer Ford of Owosso LLC

1960 E. Main Street

Owosso, MI. 48867

Bill Campbell

Approvals: Name/ Title Capt. Marcotte

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-302-985-000

Sole Source? ☐ N/A ☐ Yes ☒ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| Police Interceptor Utility All Wheel Drive, Code: K8A/500A                                                          | 47965.00  | 1        | \$47,965.00        |
| Vermillion Red, Code: E4                                                                                            | 0.00      | 1        | 0.00               |
| Spot Lamp-Dual, Code: 51V                                                                                           | 670.00    | 1        | 670.00             |
| 1/4 Size Picture in Picture, Code: 87M                                                                              | 0.00      | 1        | 0.00               |
| Rear Door Handles Inop / Locks / Rear Windows, Code: 68G                                                            | 80.00     | 1        | 80.00              |
| Lock System, Code: 59D                                                                                              | 50.00     | 1        | 50.00              |
| Remote Starter, Code: Parts                                                                                         | 550.00    | 1        | 550.00             |
| Global Lock / Unlock feature, Code: 18D                                                                             | 0.00      | 1        | 0.00               |
|                                                                                                                     |           |          | 0.00               |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$49,315.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$49,315.00</b> |

Three quotes attached if over \$3,000 ☐ Yes ☐ No ☐ N/A If no, why?

Other information / instructions:

Submitted by (signature):

☒ If checked, please send copies to requestor.

# State of Michigan

## 2025 Utility Police Interceptor

### Major Standard Equipment

#### **MECHANICAL**

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks Note: Includes Class III Trailer Tow Lighting Package
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection FFV
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H8 AGM Battery (850CCA/92-amp)
- Lithium-Ion Battery Pack
- Manual Police Pursuit Mode (Steering Wheel Switch Execution)
- Suspension – independent front & rear
- Transmission – 10-speed automatic
- Transmission Oil Cooler

#### **EXTERIOR**

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (MIC)
- Door Handles – Black (MIC)
- Exhaust, True Dual (down-turned)
- Daytime Running Lamps – Configurable ON/OFF through instrument cluster Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2 nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black (MIC)
- Headlamps – Automatic, LED Low-and-High-Beam
- Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Liftgate Handle – (MIC)
- Tail lamps – LED
- Tail Lamp Prep Kit
- Tires – 255/60R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover
- Windshield – Acoustic Laminated

#### **INTERIOR/COMFORT**

- Cargo Hooks in cargo area
- Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Climate Control – Rear Aux A/C System
- Dark Car
- Door-Locks
- Power
- Rear-Door Handles and Locks Operable
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Heated Sanitization Solution
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- Mirror – Day/night Rear View
- Particulate Air Filter
- Powerpoints – (2) USB A+C Type Ports
- Rear-door closeout panels
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
- 1 st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters

- 1 st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)
- 1 st Row – Passenger 4-way Power track with 2-way power recline and 2-way power lumbar
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2 nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Red and White Dome Lamp in Cargo Area
- Speed (Cruise) Control
- Speedometer – New 12.3" Display Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of LP for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

#### **SAFETY/SECURITY**

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- BLIS® – Blind Spot Monitoring with Cross-traffic Alert
- Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Cross Traffic Brake Assist (HNYAC)
- Child-Safety Locks (capped; set to "on")
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.
- Pre-Collision Mitigation system Note: Includes unique one-touch temporary disable switch for Law Enforcement use
- Rearview Camera viewable on 8" Center Stack Screen
- 1/4 Scale Rear Camera Display (Available)
- Reverse Sensing System
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

#### **FUNCTIONAL**

- 100 Watt Siren/Speaker Prep Kit
- Speed Control
- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- SYNC® Phoenix
- Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
- USB Port – (1)
- 8" Color LCD Screen Center-Stack "Smart Display"
- Supports Android Auto and Apple CarPlay
- UIS (Upfitter Interface System) Located behind 2nd row passenger seat floorboard
- Easy Fuel® Capless Fuel-Filler
- Fleet Telematics Modem
- Allows data to be provided to support Ford Pro™ Telematics and Data Services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673)
- Front door tether straps (driver/passenger)
- PAITRO output tied to liftgate release switch (Police Accessory Independent Timed-Release Output)
- Police Engine Idle
- Power pigtail harness
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Keyless Entry – Key FOB Only (Less PATS) – Includes 4 fobs
- Two-way radio pre-wire
- Two (2) 50 – amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

#### **WARRANTY**

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

### Police Interceptor Utility Base Prices

|                                     |                                                                                           |             |
|-------------------------------------|-------------------------------------------------------------------------------------------|-------------|
| <input type="checkbox"/>            | Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A         | \$44,591.00 |
| <input checked="" type="checkbox"/> | Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A                     | \$47,965.00 |
| <input type="checkbox"/>            | Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A | \$47,118.00 |

#### VEHICLE COLOR: Order Code

Dark Blue  
 Royal Blue  
 Vermillion Red  
 Silver Grey Metallic  
 Iconic Silver Metallic  
 Agate Black  
 Oxford White  
 Sterling Grey Metallic  
 Carbonized Grey

|      | Interior Trim Color                 |
|------|-------------------------------------|
|      | Charcoal Black (9W)                 |
| [LK] | [ ]                                 |
| [LM] | [ ]                                 |
| [E4] | <input checked="" type="checkbox"/> |
| [TN] | [ ]                                 |
| [JS] | [ ]                                 |
| [UM] | [ ]                                 |
| [YZ] | [ ]                                 |
| [UJ] | [ ]                                 |
| [M7] | [ ]                                 |

#### INTERCEPTOR OPTIONAL FEATURES:

##### Flooring/Seats

- ☐ 1st and 2nd row carpet floor covering  
☐ 2nd Row Cloth Seats  
☐ Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)

| Code    | \$Cost |
|---------|--------|
| 16C     | 150.00 |
| F6/ 88F | 70.00  |
| 85R     | 60.00  |
| 65U     | 390.00 |

##### Interior Upgrade Package

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- 18" Aluminum Wheel
- Selectable Sport Mode
- High Series Headlamp with LED Corner Warning Lights
- Includes SYNC® Phoenix

Note: Note: Not available with EcoBoost Powertrain (99C/44U).

##### Lamps/Lighting

- ☐ Side Marker LED – Sideview Mirrors (Red / Blue) 63B 340.00  
☐ Rear Quarter Glass Side Marker Lights (Red/Blue) 63L 580.00  
☐ Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue) 21L 580.00  
☐ Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel) 43A 400.00  
☐ Rear Spoiler Traffic Warning Light 96T 1500.00  
☐ Spot Lamp – Driver Only (LED Bulbs) (Unity) 51R 400.00  
☐ Spot Lamp – Driver Only (LED Bulbs) (Whelen) 51T 420.00  
☐ Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity) 51S 620.00  
☒ Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen) 51V 670.00

##### Body

- ☐ Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass) 92G 120.00  
☐ Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window) 92R 90.00  
☐ Deflector Plate 76D 340.00

##### Wheels

- ☐ Wheel Covers (18" Full Face Wheel Cover) 65L 60.00

##### Misc

- ☐ Engine Block Heater 41H 190.00  
☐ License Plate Bracket – Front 153 N/C  
☐ Badge Delete (Police Interceptor Badge Only) 16D N/C  
☐ 100 Watt Siren/Speaker (includes bracket and pigtail) 18X 350.00  
☐ Noise Suppression Bonds (Ground Straps) 60R 100.00  
☐ Rear Bumper Step Pad 16P 100.00



## Audio/Video

### [ ] 12.1" Integrated Computer Screen 47E 3700.00

- Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area
- Includes Audio Video Extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable
- Includes SYNC Phoenix ®

### [X] 1/4 Size Picture in Picture (8" Rear Camera Image in upper lefthand quadrant of display). Not available with Integrated Computer Screen (47E) 87M N/C

## Doors/Windows

### [X] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) \*\*\*\*\* OLD STYLE REAR HATCH LOCK / UNLOCK \*\*\*\*\* 18D N/C

### [ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable 52P 160.00

### [X] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop. 68G 80.00

### [ ] Lock system; Single Key/All Vehicles Keyed Alike 59 50.00

Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D

Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G

Keyed Alike 1111x= 59J

## Safety & Security

### [ ] Ballistic Door Panels – Driver Front Door Only (Level 3+) 90D 1590.00

### [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 3+) 90E 3170.00

### [ ] Ballistic Door Panels – Driver Front Door Only (Level 4+) 90F 2420.00

### [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) 90G 4830.00

### [ ] Extra Key \$10.00x\_\_\_= Parts 10.00 ea

### [ ] Remote Starter Parts 550.00

### [ ] Gun Vault 63V 270.00

### [ ] Front Headlamp Lighting Solution 66A 900.00

- Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue)
- Includes pre-wire for grille LED lights, siren and speaker (60A)
- Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included

Note: Included with Ready for the Road (67H)

Note: Recommend using Ultimate Wiring Package (67U)

Note: Included with Police Upgrade Package (65U)

### [ ] Tail Lamp Lighting Solution 66B 430.00

- Includes LED Tail Lamp Wig-Wag Module
- LED lights only. Wiring, controller "not" included

Note: Included with Ready for the Road (67H)

Note: Recommend using Ultimate Wiring Package (67U)

### [ ] Rear Lighting Solution 66C 460.00

- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass
- Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)
- LED lights only. Wiring, controller "not" included

Note: Included with Ready for the Road (67H)

Note: LED lights only – does "not" include wiring or controller

### [ ] Police Wire Harness Connector Kit – Front/Rear 67V 200.00

For connectivity to Ford PI Package solutions includes:

#### • Front

- (2) Male 4-pin connectors for siren
- (5) Female 4-pin connectors for lighting/siren/speaker
- (1) 4-pin IP connector for speakers
- (1) 4-pin IP connector for siren controller connectivity
- (1) 8-pin sealed connector
- (1) 14-pin IP connector

#### • Rear

- (2) Male 4-pin connectors for siren
- (5) Female 4-pin connectors for lighting/siren/speaker
- (1) 4-pin IP connector for speakers
- (1) 4-pin IP connector for siren controller connectivity
- (1) 8-pin sealed connector

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |         |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------|
| [ ] | <b>Ultimate Wiring Package</b><br>• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring<br>• Pre-wiring for grille LED lights, siren and speaker (60A)<br>• Wiring harness I/P to rear cargo area (overlay)<br>– Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)<br>– One (1) 10-amp siren/speaker circuit engine compartment<br>• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights<br>• Does “not” include LED lights, side connectors or controller<br>Note: Recommend Police Wire Harness Connector Kit 67V<br>Note: Not available with options: 65U, 67H                                                                                                                                                                                                                                                                                                 | 67U | 640.00  |
| [ ] | <b>Ready for the Road Package All-in Complete Package</b><br><b>All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus</b><br>• Whelen Cencom Light Controller Head with dimmable backlight<br>• Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)<br>• Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails<br>• High current pigtail<br>• Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head<br>• Pre-wiring for grille LED lights, siren and speaker (60A)<br>• Rear console plate (85R) – contours through 2nd row; channel for wiring<br>• Grille linear LED Lights (Red / Blue) and harness<br>• 100-Watt Siren / Speaker<br>• Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)<br>Note: Not available with options: 66A, 66B, 66C, 67U and 65U | 67H | 3800.00 |
|     | <b>Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |         |
| [ ] | <b>5-Year Premium Care Warranty (500 Plus Components Coverage)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     | 2950.00 |

**Total Price \$ \_\_\_\_\_ ea**



Livonia Police Department  
**Departmental Correspondence**

Date: January 29, 2025

To: Capt. Yon through Channels

Submitted by / Dept.: Lt. Sabbadin/ Investigative Bureau

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): LaFontaine CDJR-Lansing  
6131 S. Pennsylvania Ave.  
Lansing, MI 48911  
Michele Deacon 517-394-1022

Approvals: Name/ Title [Signature] Name/ Title [Signature]

Administrative Approval (Capt. Yon): [Signature]

Account Number (LEAVE BLANK): 101-329-925-000

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$20,000): [Blank]

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| 2025 Dodge Durango GT AWD, Code: WDEH75                                                                             | 41414.00  | 1        | \$41,414.00        |
| RT Plus Grade, Code: WDES75                                                                                         | 11954.00  | 1        | 11954.00           |
| 5.7L V8, Code: 2T                                                                                                   | 0.00      | 1        | 0.00               |
| DB Black, Code PXJ                                                                                                  | 0.00      | 1        | 0.00               |
| Leather Trimmed Bucket Seats, Code: MLX9                                                                            | 1346.00   | 1        | 1346.00            |
| 2nd Row/Tumbel Capt. Chairs, Code: CFU                                                                              | 1796.00   | 1        | 1796.00            |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$56,510.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$56,510.00</b> |

Three quotes attached if over \$3,000 ☐ Yes ☒ No ☐ N/A If no, why?

Purchased via MiDeal approved.

Other information / instructions: State of Michigan contract #240000001206

Submitted by (signature): [Signature]

☐ If checked, please send copies to requestor.

| Item / Description / Order Number                 | Cost each | Quantity | Total Cost  |
|---------------------------------------------------|-----------|----------|-------------|
| SUBTOTAL FROM PRIOR PAGE                          |           |          | \$56,510.00 |
|                                                   |           |          | 0.00        |
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|                                                   |           |          | 0.00        |
| <b>Subtotal</b>                                   |           |          | \$56,510.00 |
| Shipping & Handling (enter in "Cost Each" column) |           |          | \$0.00      |
| <b>TOTAL</b>                                      |           |          | \$56,510.00 |

Please contact Computers at x2020 if you have any trouble with this form.



**LaFontaine CDJR-Lansing**  
**6131 S. Pennsylvania Ave.**  
**Lansing, MI 48911**  
**517-394-1022-Direct**  
**517-394-1205-Fax**  
[mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)

Name:City of Livonia

Address:

City:State:Zip:

Contact:Rollie Hoskin

Phone:734.466.2311

Email:[rollie.hoskin@livonia](mailto:rollie.hoskin@livonia)

Date:1/28/2025

Quote012825

|                                                                                      |                                    |             |
|--------------------------------------------------------------------------------------|------------------------------------|-------------|
| State of Michigan Contract 240000001206                                              |                                    |             |
|                                                                                      |                                    |             |
| WDEH75                                                                               | 2025 Dodge Durango GT AWD          | \$41,414.00 |
| WDES75                                                                               | 2025 Dodge Durango RT Plus Upgrand | \$11,954.00 |
| 22T                                                                                  | 5.7L V8                            |             |
| PXJ                                                                                  | DB Black                           |             |
| MLX9                                                                                 | Leather Trimmed Bucket Seats       |             |
| CFU                                                                                  | 2nd Row Fold/Tumble Captain Chairs | \$1,346.00  |
| ADX                                                                                  | Blacktop Package                   | \$1,796.00  |
|                                                                                      |                                    |             |
|                                                                                      |                                    |             |
|                                                                                      |                                    |             |
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|                                                                                      |                                    |             |
| Per contract delivery is \$2.00 a mile one way mileage.                              |                                    |             |
|                                                                                      |                                    |             |
|                                                                                      |                                    |             |
|                                                                                      |                                    |             |
| By signing the purchase agreement you agree to purchase of the vehicle or vehicles X |                                    |             |
|                                                                                      |                                    |             |
| Total Cost:                                                                          |                                    | \$56,510.00 |

SignedMichelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

**Livonia Police Department**  
**Departmental Correspondence**

Date: January 29, 2025

To: Capt. Yon through Channels

Submitted by / Dept.: Lt. Sabbadin/ Investigative Bureau

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known):

Berger Chevrolet  
2525 28th Street E.  
Grand Rapids, MI 49512  
Bob Evans 616-949-5200

Approvals: Name/ Title

Name/ Title

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK):

101-329-485-000

Sole Source? ☐ N/A ☐ Yes ☐ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| 2024 Chevrolet Malibu 4D Sedan LT (1ZD69)                                                                           | 26894.00  | 2        | \$53,788.00        |
| Color: Mineral Gray Metallic (G5D)                                                                                  | 0.00      | 1        | 0.00               |
| Color: Sterling Gray Metallic (GXD)                                                                                 | 0.00      | 1        | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$53,788.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$53,788.00</b> |

Three quotes attached if over \$3,000

☐ Yes ☒ No ☐ N/A If no, why?

Purchased via MiDeal approved.

Other information / instructions:

State of Michigan contract #MA240000001191

Submitted by (signature):

Lt. Sabbadin #SW

☐ If checked, please send copies to requestor.

| Item / Description / Order Number                 | Cost each | Quantity | Total Cost  |
|---------------------------------------------------|-----------|----------|-------------|
| SUBTOTAL FROM PRIOR PAGE                          |           |          | \$53,788.00 |
|                                                   |           |          | 0.00        |
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|                                                   |           |          | 0.00        |
| <b>Subtotal</b>                                   |           |          | \$53,788.00 |
| Shipping & Handling (enter in "Cost Each" column) |           |          | \$0.00      |
| <b>TOTAL</b>                                      |           |          | \$53,788.00 |

**Please contact Computers at x2020 if you have any trouble with this form.**

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$26,894.00

Number of units 2

Total Bid Amount \$53,788.00

Vehicle Description:

Year 2025

Make Chevrolet

Model Malibu LT

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Livonia

Price includes title fee and delivery. Price based on  
Municipal discount from State of Michigan contract  
number MA240000001191.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 1/28/2025





Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

Selected Model and Options

| MODEL |                                   |
|-------|-----------------------------------|
| CODE  | MODEL                             |
| 1ZD69 | 2024 Chevrolet Malibu 4dr Sdn 1LT |

| COLORS |                       |
|--------|-----------------------|
| CODE   | DESCRIPTION           |
| G5D    | Mineral Gray Metallic |

| OPTIONS |                                                                                                                                                                                                                                                                                   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CODE    | DESCRIPTION                                                                                                                                                                                                                                                                       |
| 1LT     | 1LT Preferred Equipment Group includes standard equipment                                                                                                                                                                                                                         |
| A51     | Seats, front bucket (STD)                                                                                                                                                                                                                                                         |
| FE9     | Emissions, Federal requirements                                                                                                                                                                                                                                                   |
| G5D     | Mineral Gray Metallic                                                                                                                                                                                                                                                             |
| H1T     | Jet Black, Premium cloth seat trim                                                                                                                                                                                                                                                |
| IOR     | Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD) |
| LFV     | Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (163 hp [122 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)                                                                                                                           |
| MRG     | Transmission, Continuously Variable (CVT) (STD)                                                                                                                                                                                                                                   |
| PDH     | LPO, Interior Protection Package includes (VAV) All-weather floor mats, LPO and (VLI) Cargo mat, LPO                                                                                                                                                                              |
| R0X     | Tires, 245/45R18 all-season, blackwall (Included and only available with (RD1) 18" bright machined aluminum wheels with Lunar Gray pockets.)                                                                                                                                      |
| RD1     | Wheels, 18" (45.7 cm) bright machined aluminum with Lunar Gray pockets                                                                                                                                                                                                            |
| VAV     | LPO, All-weather floor mats (Included with (PDH) Interior Protection Package, LPO.                                                                                                                                                                                                |
| VLI     | LPO, Cargo mat (Included with PCH, PDH.)                                                                                                                                                                                                                                          |

Options Total

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.



**Berger Chevrolet Inc**  
Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

Standard Equipment

Package

Driver Confidence Package includes (UD7) Rear Park Assist

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking

Mechanical

Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (163 hp [122 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)

Transmission, Continuously Variable (CVT) (STD)

Engine control, stop-start system

Axle, 5.10 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Exterior

Wheels, 17" (43.2 cm) aluminum (STD)

Tires, P225/55R17 all-season, blackwall (STD)

Tire inflator kit

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside heated power-adjustable, body-color, manual-folding

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Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.





**Berger Chevrolet Inc**  
Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

Entertainment

- Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
- SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit [www.siriusxm.com](http://www.siriusxm.com) which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
- Audio system feature, 6-speaker system
- Display, 8" diagonal LCD touch screen
- Wireless Apple CarPlay/Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See [onstar.com](http://onstar.com) or dealer for details.)
- Antenna, body-color

Interior

- Seats, front bucket (STD)
- Seat trim, Premium Cloth
- Seats, heated driver and front passenger
- Seat adjuster, 8-way power driver
- Seat adjuster, front passenger 6-way manual
- Seat adjuster, power driver lumbar control
- Seat, rear 60/40 split-folding
- Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)
- Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)
- Steering wheel, 3-spoke
- Steering column, tilt and telescopic
- Steering wheel controls mounted controls for audio, phone and cruise
- Driver Information Center, monochromatic display
- Temperature display, outside
- Warning indicator, front passenger seat belt
- Window, power with driver Express-Up/Down
- Windows, power with Express-Down on all
- Door locks, power programmable

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Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.





**Berger Chevrolet Inc**

Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

Interior

- Keyless Start
- Keyless Open, front doors includes extended range Remote Keyless Entry
- Remote vehicle starter system
- Cruise control, electronic with set and resume speed
- Remote panic alarm
- Theft-deterrent system, content theft alarm
- Power outlet, auxiliary, 12-volt
- Air conditioning, dual-zone automatic climate control
- Vent, rear console
- Air filter, cabin
- Defogger, rear-window, electric
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, covered
- Assist handle, front passenger
- Lighting, interior overhead courtesy lamp dual reading lamps and illuminated trunk area
- Lighting, interior, rear reading lamps, switchable
- Rear seat armrest with cup holders
- Map pocket, front passenger seatback
- Trunk cargo anchors

Safety-Mechanical

- StabiliTrak, stability control system with brake assist includes Traction Control
- Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)
- Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)
- Braking control, ECM grade

Safety-Exterior

- Daytime Running Lamps, LED, separate

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.





**Berger Chevrolet Inc**

Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

| Safety-Interior |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)                                                                                                                                                                                                                                               |
|                 | OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                 | Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                 | Rear Park Assist (Included with (WPR) Drive Confidence Package.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                 | HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                 | Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                 | Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                 | Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                 | Rear Seat Reminder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                 | Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                 | LATCH system (Lower Anchors and Tethers for CHildren) for child restraint seats                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                 | Door locks, rear child security                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                 | Trunk latch, safety, manual release                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                 | Tire Pressure Monitor System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                 | Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver                                                                                                                                                                                                                                                      |
|                 | 3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.) |

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.



Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

24MB126X 2024 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT ( Complete )

WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Maintenance Note: First Visit: 12 Months/12,000 Miles

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.



**Livonia Police Department**  
**Departmental Correspondence**

Date: January 30, 2025

To: Capt. Yon through Channels

Submitted by / Dept.: Lt. Tyree / Intelligence Bureau

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): Gorno Bros. Inc  
22025 Allen Road  
Woodhaven, MI 48183

Approvals: Name/ Title [Signature] Name/ Title [Signature]

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-329-985-000

Sole Source? ☒ N/A ☐ Yes ☒ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost  |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------|
| 2025 Ford Explorer ST 4WD                                                                                           | 54496.00  | 1        | \$54,496.00 |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
|                                                                                                                     |           |          | 0.00        |
| <b>Subtotal</b>                                                                                                     |           |          | \$54,496.00 |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00      |
| <b>TOTAL</b>                                                                                                        |           |          | \$54,496.00 |

Three quotes attached if over \$3,000 ☐ Yes ☒ No ☐ N/A If no, why?

Vehicles are being purchased from a MiDeal approved dealership.

Other information / instructions: Once approved, please provide VMC Rollie Hoskin with copies of the Purchase Orders.

Submitted by (signature):

☐ If checked, please send copies to requestor.

| Item / Description / Order Number                 | Cost each | Quantity | Total Cost         |
|---------------------------------------------------|-----------|----------|--------------------|
| SUBTOTAL FROM PRIOR PAGE                          |           |          | \$54,496.00        |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
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|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
| <b>Subtotal</b>                                   |           |          | <b>\$54,496.00</b> |
| Shipping & Handling (enter in "Cost Each" column) |           |          | \$0.00             |
| <b>TOTAL</b>                                      |           |          | <b>\$54,496.00</b> |

**Please contact Computers at x2020 if you have any trouble with this form.**



Preview Order F100 - K8G - ST 4WD : Order Summary Time of Preview: 01/30/2025 15:13:33 Receipt: NA

Dealership Name : Gorno Bros Inc

Sales Code : F48022

|               |                   |
|---------------|-------------------|
| Dealer Rep.   | patrick southward |
| Customer Name | LIVONIA PD        |

|               |       |
|---------------|-------|
| Type          | Fleet |
| Priority Code | D2    |

|              |          |
|--------------|----------|
| Vehicle Line | Explorer |
| Model Year   | 2025     |

|             |      |
|-------------|------|
| Order Code  | F100 |
| Price Level | 550  |

**DESCRIPTION**

K8G0 EXPLORER ST 4WD  
.119 INCH WHEELBASE  
TOTAL BASE VEHICLE  
AGATE BLACK METALLIC  
ACTIVEX SEATING W/MIKO INSERTS  
ONYX INTERIOR  
EQUIPMENT GROUP 400A  
.21" ALUMINUM WHEELS  
.3.0L ECOBOOST V6 ENGINE  
.10-SPEED AUTO TRANSMISSION  
.P275/45R21 A/S BSW TIRES  
JOB #3 ORDER

**DESCRIPTION**

FORD FLEET SPECIAL ADJUSTMENT  
FLR LNERS/CARPET MATS:RWS 1&2  
BLUECRUISE EQUIP: 90DAY TRIAL  
50 STATE EMISSIONS  
INFLATOR KIT-DELETE SPARE TIRE  
SPECIAL DEALER ACCOUNT ADJUSTM  
SPECIAL FLEET ACCOUNT CREDIT  
FUEL CHARGE  
NET INVOICE FLEET OPTION (B4A)  
PRICED DORA  
ADVERTISING ASSESSMENT  
DESTINATION & DELIVERY

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MI Deal # MA240000001193

MI Deal Price Delivered \$54,496.00

\*\*\* THIS IS AN INCOMING VEHICLE \*\*\*

This order has not been submitted to the order bank.

This is not an invoice.



**Livonia Police Department  
Departmental Correspondence**

Date: January 27, 2025

To: Capt. Yon through Channels

Submitted by / Dept.: Lt. Tyree / Intelligence Bureau

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

☐ Confirming Order (prior Admin. approval required)

Recommended Vendor/Address (if known): LaFontaine CDJR-Lansing  
6131 S. Pennsylvania Ave.  
Lansing, MI 48911

Approvals: Name/ Title [Signature] Name/ Title [Signature]

Administrative Approval (Capt. Yon):

Account Number (LEAVE BLANK): 101-329-985-000

Sole Source? ☒ N/A ☐ Yes ☒ No

Council Resolution # (over \$20,000):

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| 2025 Ram 1500 Big Horn 4X4                                                                                          | 50159.00  | 1        | \$50,159.00        |
| 2025 Chrysler Pacifica Select                                                                                       | 41644.00  | 1        | 41644.00           |
| 2025 Chrysler Pacifica Select AWD                                                                                   | 2918.00   | 1        | 2918.00            |
| Ceramic Grey                                                                                                        | 446.00    | 1        | 446.00             |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$95,167.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$95,167.00</b> |

Three quotes attached if over \$3,000 ☐ Yes ☒ No ☐ N/A If no, why?

Vehicles are being purchased from a MiDeal approved dealership.

Other information / instructions: Once approved, please provide VMC Rollie Hoskin with copies of the Purchase Orders.

Submitted by (signature):

☐ If checked, please send copies to requestor.

| Item / Description / Order Number                 | Cost each | Quantity | Total Cost         |
|---------------------------------------------------|-----------|----------|--------------------|
| SUBTOTAL FROM PRIOR PAGE                          |           |          | \$95,167.00        |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
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|                                                   |           |          | 0.00               |
|                                                   |           |          | 0.00               |
| <b>Subtotal</b>                                   |           |          | <b>\$95,167.00</b> |
| Shipping & Handling (enter in "Cost Each" column) |           |          | <b>\$0.00</b>      |
| <b>TOTAL</b>                                      |           |          | <b>\$95,167.00</b> |

**Please contact Computers at x2020 if you have any trouble with this form.**

# LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

[mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)

Name: City of Livonia

Address:

City: State Zip

Contact: Lt. W Tyree

Phone: 734.466.2343

Email: [william.tyree@LivoniaPD.com](mailto:william.tyree@LivoniaPD.com)

Date: 1/22/2025

Quote 012225

|                                        |                                                                                      |             |
|----------------------------------------|--------------------------------------------------------------------------------------|-------------|
| State of Michigan Contract 071B7700183 |                                                                                      |             |
| DT6H98                                 | 2025 Ram 1500 Big Horn 4x4                                                           | \$58,909.00 |
| 21Z                                    | 3.0L Hurricane                                                                       |             |
| PXJ                                    | Diamond Black                                                                        |             |
| T9X9                                   | Deluxe Cloth Bucket Seat                                                             |             |
| ASH                                    | Night Edition                                                                        |             |
| A63                                    | Big Horn Level 2 Equipment Group                                                     |             |
| CLF                                    | Front & Rear Rubber Floor Mats                                                       |             |
|                                        |                                                                                      |             |
|                                        | Rebates                                                                              | -\$7,750.00 |
|                                        | Demo Credit                                                                          | -\$1,000.00 |
|                                        |                                                                                      |             |
|                                        | Stock Demo between 1000-2000 miles                                                   |             |
|                                        |                                                                                      |             |
|                                        |                                                                                      |             |
|                                        |                                                                                      |             |
|                                        | Per contract delivery is \$2.00 a mile one way mileage.                              |             |
|                                        |                                                                                      |             |
|                                        |                                                                                      |             |
|                                        |                                                                                      |             |
|                                        | By signing the purchase agreement you agree to purchase of the vehicle or vehicles X |             |
|                                        |                                                                                      |             |
| Total Cost:                            |                                                                                      | \$50,159.00 |

Signed *Michelle Deacon*

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee



## LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

[mdeacon@lafontaine.com](mailto:mdeacon@lafontaine.com)

Name: City of Livonia  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: Lt. W Tyree  
Phone: 734.466.2343  
Email: [william.tyree@livoniapd.com](mailto:william.tyree@livoniapd.com)

Date: 1/30/2025

Quote 013025

|                                                                           |                                        |             |
|---------------------------------------------------------------------------|----------------------------------------|-------------|
| State of Michigan Contract 240000001206                                   |                                        |             |
|                                                                           |                                        |             |
| RUCH53                                                                    | 2025 Chrysler Pacifica Select          | \$41,664.00 |
| RUFH53                                                                    | 2025 Chrysler Pacifica Select AWD      | \$2,918.00  |
| 27L                                                                       | 3.6L V6                                |             |
| PDN                                                                       | Ceramic Grey                           | \$446.00    |
| SJX3                                                                      | Black Caprice Leatherette Bucket Seats |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
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|                                                                           |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
| Per contract delivery is \$2.00 a mile one way mileage.                   |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
|                                                                           |                                        |             |
| By signing the purchase agreement you agree to purchase of the vehicle or |                                        |             |
| vehicles X _____                                                          |                                        |             |
| Total Cost:                                                               |                                        | \$45,028.00 |

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee

# Livonia Police Department

To: Capt. Yon through Channels

Subject: ☒ Request for Purchase Order ☐ Request for Payment (invoice must be attached)

Recommended Vendor/Address (if known):

2525 28th Street S.E.

\_\_\_\_\_

Administrative Approval (Capt. Yon):

101-329-985-000

☒ N/A☐ Yes☒ No

| Item / Description / Order Number                                                                                   | Cost each | Quantity | Total Cost         |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------|
| 2025 Chevrolet Blazer AWD RS                                                                                        | 48998.00  | 1        | \$48,998.00        |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
|                                                                                                                     |           |          | 0.00               |
| <b>Subtotal</b>                                                                                                     |           |          | <b>\$48,998.00</b> |
| Shipping & Handling (Enter S&H on page 2 if a second page is required, otherwise, enter S&H in "Cost each" column.) |           |          | \$0.00             |
| <b>TOTAL</b>                                                                                                        |           |          | <b>\$48,998.00</b> |

☐ Yes☒ No☐ N/A

If no, why?

Other information / instructions:

## Purchase Orders.

☐ If checked, please send copies to requestor.

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$48,998.00

Number of units 1

Total Bid Amount \$48,998.00

Vehicle Description:

Year 2025

Make Chevrolet

Model Blazer AWD

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Livonia

Price includes title fee and delivery. Price based on  
Municipal discount from State of Michigan contract  
number MA240000001191.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 2/4/2025





Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS ( Complete )

Selected Model and Options

MODEL

| CODE  | MODEL                            |
|-------|----------------------------------|
| 1NS26 | 2025 Chevrolet Blazer AWD 4dr RS |

COLORS

| CODE | DESCRIPTION            |
|------|------------------------|
| GXD  | Sterling Gray Metallic |

OPTIONS

| CODE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1RS  | RS Preferred Equipment Group Includes Standard Equipment                                                                                                                                                                                                                                                                                                                                                                                                         |
| AAB  | Memory settings recalls 2 driver "presets" for 8-way power seat, outside mirrors and power tilt and telescopic steering column (Included and only available with (ZL8) Enhanced Convenience Package.)                                                                                                                                                                                                                                                            |
| AR9  | Seats, front bucket (STD)                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| CAV  | LPO, Integrated cargo liner (Included and only available with (PDF) Floor Liner Package, LPO.)                                                                                                                                                                                                                                                                                                                                                                   |
| CWA  | Rear Camera Mirror Washer (Included and only available with (DRZ) Rear Camera Mirror.)                                                                                                                                                                                                                                                                                                                                                                           |
| DRZ  | Rear Camera Mirror includes (CWA) Rear Camera Mirror Washer (Included and only available with (WPP) Driver Confidence II Package.)                                                                                                                                                                                                                                                                                                                               |
| FE9  | Emissions, Federal requirements                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| FXC  | Axle, 3.49 final drive ratio                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| GXD  | Sterling Gray Metallic                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| HPH  | Jet Black/Nightshift Blue, Perforated Leather-Appointed seat trim                                                                                                                                                                                                                                                                                                                                                                                                |
| HS1  | Safety Alert Seat (Included and only available with (WPP) Driver Confidence II Package.)                                                                                                                                                                                                                                                                                                                                                                         |
| IOT  | Audio system, Chevrolet Infotainment 3 Premium system with connected Navigation, 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, additional memory for in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD) |
| KA6  | Seats, heated, rear outboard seating positions (Included and only available with (ZL8) Enhanced Convenience Package.)                                                                                                                                                                                                                                                                                                                                            |
| KSG  | Adaptive Cruise Control (Included and only available with (WPP) Driver Confidence II Package.)                                                                                                                                                                                                                                                                                                                                                                   |
| KU9  | Seats, ventilated driver and front passenger (Included and only available with (ZL8) Enhanced Convenience Package.)                                                                                                                                                                                                                                                                                                                                              |
| KW7  | Alternator, 170 amps (Included and only available with (V92) trailering equipment on FWD models. Standard on AWD models.)                                                                                                                                                                                                                                                                                                                                        |

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Data Version: 24627. Data Updated: Feb 3, 2025 6:42:00 PM PST.



# Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS ( Complete )

OPTIONS

| CODE | DESCRIPTION                                                                                                                                                                                                                                   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LGX  | Engine, 3.6L V6, SIDI, DOHC with Variable Valve Timing (VVT) and Active Fuel Management with Stop/Start (308 hp [229 kW] @ 6700 rpm, 270 lb-ft of torque [366 N-m] @ 5000 rpm) (STD)                                                          |
| M3V  | Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)                                                                                                                                |
| N38  | Steering column, power tilt and telescoping (Included and only available with (ZL8) Enhanced Convenience Package.)                                                                                                                            |
| PDF  | LPO, Floor Liner Package includes (RIA) front and second row all-weather floor liners, LPO and (CAV) integrated cargo liner, LPO (Not available with (PDH) Interior Protection Package, LPO. Replaces standard floor mats.)                   |
| PDY  | LPO, Roadside Safety Package includes (RYT) First Aid Kit, LPO and (S08) Highway Safety Kit, LPO                                                                                                                                              |
| R0V  | Tires, P265/45R21 all-season blackwall (Included and only available with (RTM/RUG) 21" wheels.)                                                                                                                                               |
| RIA  | LPO, All-weather floor liners front and second row (Included and only available with (PDF) Floor Liner Package, LPO.)                                                                                                                         |
| RUG  | Wheels, 21" (53.3 cm) High Gloss Black with machined face                                                                                                                                                                                     |
| RYT  | LPO, First Aid Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)                                                                                                                        |
| S08  | LPO, Highway Safety Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)                                                                                                                   |
| UGN  | Enhanced Automatic Emergency Braking (Included and only available with (WPP) Driver Confidence II Package.)                                                                                                                                   |
| UV2  | HD Surround Vision (Included and only available with (WPP) Driver Confidence II Package.)                                                                                                                                                     |
| WPP  | Driver Confidence II Package includes (UV2) HD Surround Vision, (DRZ) Rear Camera Mirror, (KSG) Adaptive Cruise Control, (UGN) Enhanced Automatic Emergency Braking [replaces (UHY) Automatic Emergency Braking], and (HS1) Safety Alert Seat |
| ZL8  | Enhanced Convenience Package includes (AAB) memory settings, (KA6) rear outboard heated seats, (KU9) driver and front passenger ventilated seats and (N38) power tilt and telescoping steering column                                         |

Options Total

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## Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS ( Complete )

### Standard Equipment

#### Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

#### Mechanical

Engine, 3.6L V6, SIDI, DOHC with Variable Valve Timing (VVT) and Active Fuel Management with Stop/Start (308 hp [229 kW] @ 6700 rpm, 270 lb-ft of torque [366 N-m] @ 5000 rpm) (STD)

Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD)

Axle, 3.49 final drive ratio

Engine control, stop/start system

Engine control, stop/start system override

Engine air filtration monitor

All-wheel drive (Included and only available with AWD models.)

Driver Mode Selector includes Tour (FWD), Sport, All-Wheel Drive (AWD), Snow/Ice, Tow/Haul, and Off-Road

Advanced All-Wheel Drive System, twin clutch (Included and only available with AWD models.)

Cooling system, heavy-duty (Included and only available with (V92) trailering equipment.)

Hitch Guidance (Included and only available with (V92) trailering equipment.)

Hitch View (Included and only available with (V92) trailering equipment.)

Trailering equipment includes (CTT) Hitch Guidance (Available on FWD models. Standard on AWD models. Also includes (PZ8) Hitch View and (V08) heavy-duty cooling.)

GVWR, 6001 lbs. (2722 kg)

Suspension, Ride and Handling

Brakes, 4-wheel antilock, 4-wheel disc

Electronic parking brake

Tool kit, road emergency

Capless fuel fill

Exhaust, dual-outlet with rectangular bright tips

#### Exterior

Wheels, 20" (50.8 cm) Technical Gray aluminum (STD)

Tires, P235/55R20 all-season blackwall (STD)

Wheel, spare, 18" (45.7 cm) steel

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Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS ( Complete )

**Exterior**

- Tire, compact spare, T135/70R18, blackwall
- Roof rails, Black roof-mounted side rails
- Moldings, lower bodyside (Painted High Gloss Black with Black Ice insert.)
- Antenna, body-color
- Grille, RS signature High-Gloss Black hexagonal design with Black Ice header bar, Black bowtie emblem and RS badging.
- Active Aero Grille Shutters
- Headlamps, IntelliBeam
- Headlamps, LED
- Headlamp control, automatic on and off with automatic delay
- Taillamps, LED
- Mirrors, outside heated power-adjustable, manual-folding and driver-side auto-dimming body-color with integrated turn signal indicators
- Mirror caps, body-color
- Glass, deep-tinted, rear windows and liftgate
- Wipers, front variable-speed, intermittent with washers
- Wiper, rear intermittent with washer
- Bowties, Black, front and rear (Deleted when (R88) Black illuminated front bowtie emblem, LPO is ordered.)
- Liftgate, rear power programmable, hands free with emblem projection
- Door handles, body-color

**Entertainment**

- Audio system, Chevrolet Infotainment 3 Premium system with connected Navigation, 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, additional memory for in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
- Audio system feature, Bose premium 8-speaker system with amplifier, center instrument panel speaker and subwoofer
- SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit [www.siriusxm.com](http://www.siriusxm.com) which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
- Bluetooth for phone personal cell phone connectivity to vehicle audio system

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Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS ( Complete )

## Entertainment

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Active Noise Cancellation

## Interior

Seats, front bucket (STD)

Seat trim, Perforated Leather-Appointed

Seating, 5-passenger

Seats, heated driver and front passenger

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, power driver lumbar control

Head restraints, front, 2-way adjustable, up/down

Head restraints, rear outboard 2-way adjustable, up/down

Power outlet, 120-volt located on rear of front center console

USB data ports, 2, one type-A and one type-C located within the instrument panel

USB data ports, 2, one type-A and one type-C includes SD Card Reader, auxiliary input jack, located within front center storage bin

USB charging-only ports 2, one type-A and one type-C, located on rear of center console

Wireless Charging

Floor mats, carpeted front and rear (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering wheel, wrapped

Steering wheel, heated

Steering column, manual tilt and telescoping

Driver Information Center, 8" diagonal multi-color enhanced reconfigurable

Vehicle health management provides advanced warning of vehicle issues

Compass, digital

Windows, power with driver Express-Up/Down and front passenger and rear seat passengers Express-Down

Door locks, power programmable with lockout protection

Keyless Open and Start includes extended range Remote Keyless Entry

Remote Start

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Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS (✔ Complete )

### Interior

Universal Home Remote includes garage door opener, programmable

Cruise control, electronic with set and resume speed

Theft-deterrent system, electrical, unauthorized entry

Air conditioning, dual-zone automatic climate control with individual climate settings for driver and right-front passenger

Sensor, cabin humidity and windshield temperature

Defogger, rear-window electric

Air filtration system

Air vents, rear console

Glovebox, lockable

Cup holders, 2 in front center console and 2 in rear center armrest

Mirror, inside rearview auto-dimming

Visors, driver and front passenger illuminated vanity mirrors covered

Assist handles, front passenger and rear outboard with coat hooks on rear passenger assist handles

Lighting, interior with front reading lamps, overhead courtesy lamp, dual rear-quarter panel area dome lamps, True White backlit switches, True White pin spot lighting in the bin forward of the shifter and front footwells and backlit USB ports

Lighting, interior, ambient with pin spot lighting in the map pocket area, True White light pipes on the passenger-side of the instrument panel and below the front door remote handles and LED lighting between the center console cupholders

Umbrella holders, driver and front passenger doors

### Safety-Mechanical

Front Pedestrian Braking (Included with Chevy Safety Assist.)

StabiliTrak, stability control system with traction control

Airbags, frontal and seat-mounted for driver and front passenger knee for driver, and head-curtain for front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

### Safety-Exterior

Daytime Running Lamps, LED

### Safety-Interior

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS (✔ Complete )

### Safety-Interior

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

HD Rear Vision Camera

Rear Park Assist with audible warning

Rear Cross Traffic Alert

Lane Change Alert with Side Blind Zone Alert

Lane Keep Assist with Lane Departure Warning (Included with Chevy Safety Assist.)

Following Distance Indicator (Included with Chevy Safety Assist.)

Automatic Emergency Braking (Included with Chevy Safety Assist.)

Forward Collision Alert (Included with Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened

Seat belts, 3-point, all positions includes front seat belt pretensioners

Door locks, rear child security

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor (Does not apply to spare tire.)

Tire Fill Alert provides audible alerts outside the vehicle when inflating an under inflated tire to the recommended tire pressure (Does not apply to spare tire.)

Horn, dual-note

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Livonia 2025 Chevrolet Blazer (1NS26) AWD 4dr RS (  Complete )

**WARRANTY**

Warranty Note: <<< Preliminary 2025 Warranty >>>  
Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles  
Maintenance Note: First Visit: 12 Months/12,000 Miles

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**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

6.     **AWARD OF CONTRACT:** Finance Department, re: lockbox services for water billing payments, for a period of three (3) years with an option to renew for an additional two (2) one- year periods, from budgeted funds.

Connie Kumpula, Chief Accountant, Finance Department, presented the item to Council. Ms. Kumpula indicated it will enhance their payment processing efficiency. Ms. Kumpula stated her staff spends a great deal of time processing payments and the proposal would allow them to streamline their operations by having a financial institution receive, process and deposit payments directly on the City's behalf. The request is the Council approve the proposal as submitted by Independent Bank.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

6.

Finance  
February 7, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Debra Peck Lichtenberg, CPA, Finance Director  
Connie Kumpula, Chief Accountant

### AGENDA ITEM

**AWARD OF CONTRACT:** Finance Department, re: lockbox services for water billing payments, for a period of three (3) years with an option to renew for an additional two (2) one-year periods, from budgeted funds.

### BACKGROUND DETAILS

**Background:** The City issues approximately 170,000 water bills annually and processes payments for approximately 14,000 water bills on a monthly basis. The City has previously used lockbox services to process mailed payments. However, due to a number of service issues, the contractor with the previous provider was allowed to expire, giving the department the opportunity to explore alternative services that will reduce the administrative time spent processing water bills internally and reallocate that time to improving service to our water customers.

The Finance Department recently issued a request for proposals to provide lockbox services for the processing of payments from water billing customers. The proposal called for the prospective lockbox services provider to open all mail, process payments and deposit funds into the City's bank account. All mail must be processed within (1) business day.

The City received seven (7) qualified responses from bidders. Based on the quality of responses to service requirements, value-added services, and cost competitiveness, we narrowed the selection to the top three firms who were invited to in-person interviews and product demonstrations. After conducting these interviews, a cross-functional team scored Independent Bank the highest.

### **Recommendation:**

**Therefore, the Department recommends acceptance of the proposal from Independent Bank. Further, we recommend that City Council authorize the execution of the Master Services Agreement with Independent Bank for total annual estimated fees of \$23,945 (based on processing 3,500 checks per month).** Independent Bank's local presence in Livonia also provides added convenience and accessibility. Should performance issues arise, the agreement allows for termination with 30 days' notice, and the City will maintain an alternative processing plan if needed.

**PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)**



The Finance Department respectfully requests that City Council:

Authorizes the execution of the Master Services Agreement with Independent Bank, 201 W. Big Beaver Troy, MI 48047, to provide lockbox services for water billing payments, with total annual estimated fees of \$23,945. The fees will be paid from budgeted funds in account 592-558-810-000.

**SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)**

N/A

**CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)**

The initial contract is for a three-year (3) term with two (2) one (1) year renewal options.

**DETAILED WORK BEING PERFORMED**

N/A

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

Estimated annual fees of \$23,945 from budgeted funds in account 592-558-810-000.

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

Highest scoring qualified bidder.

**REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc):** N/A

**ATTACHMENTS**

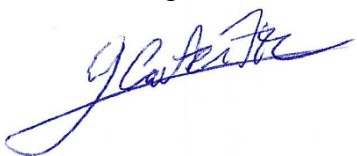
1. S022425 LTC Lockbox services
2. Independnet Bank MSA\_Final 01312025
3. Water Bill Lockbox Services Analysis
4. Independent Bank Lockbox Proposal City of Livonia 10152024 (1)

**APPROVED BY**



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 07, 2025



Carter Fisher, City Attorney

Date: February 07, 2025

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The script is cursive and fluid.

Date: February 14, 2025

---

Maureen Miller Brosnan, Mayor





## Independent Bank Treasury Management Master Services Agreement

This Treasury Management Services Agreement ("Agreement") is made as of \_\_\_\_\_ by and between Independent Bank ("Bank"), and **City of Livonia**, a **Michigan** company with offices at **33000 Civic Center Drive, Livonia, Michigan 48145** ("Client"). Client desires to obtain, and Bank desires to provide, certain treasury management services pursuant to the terms of this Agreement. Therefore, Client and Bank agree to the following:

### I. Definitions

The following terms will have the meanings indicated below when used in this Agreement. These definitions apply whether or not the term is capitalized in the Agreement.

**"Bank Documents"** mean the Deposit Agreement, and additional manuals and bulletins provided by Bank to Client, as amended from time to time.

**"Banking day" or "business day"** means Monday through Friday, except for federal holidays on which Bank is permitted to be closed. Notwithstanding the foregoing, Bank may offer specific Services (such as access to account transaction history and/or internal account transfers) on a non-business day, but Bank shall have no obligation to do so unless specifically set forth in the Schedule for such Service.

**"Confidential Information"** means protected, trade or secret information belonging or relating to Bank's business, including without limitation: Bank's technology, the method of processing transactions, computer programs, message formats, procedures, forms, related materials, this Agreement and pricing information.

**"Deposit Account" or "Account"** means each deposit account maintained by Client at Bank in connection with the Services.

**"Deposit Agreement"** means the Agreement between the Client and Bank describing the terms and conditions governing the Client's Deposit Account(s).

**"Schedule"** means each Schedule to this Agreement. A Schedule may be effective as of the date of this Agreement or may be added at some point in the future. Each Schedule is a part of and subject in all respects to the terms and conditions of this Agreement.

**"Services"** means the Services selected by Client, as identified on Exhibit A – List of Services, and as further described in the applicable Schedule(s).



## **II. Certain Terms and Conditions**

### **A. Representations, Warranties, and Covenants of Client.**

Client represents and warrants to Bank that: Client is a business entity duly authorized, validly existing and in good standing under the laws of the United States or the State set forth in the opening paragraph of this Agreement; it has full authority and power to enter into this Agreement and to perform the obligations of this Agreement; its performance of this Agreement will not violate any applicable law or regulation or any agreement to which Client may now or hereafter be bound; this Agreement represents a valid obligation of Client and is fully enforceable against Client in accordance with its terms; both Client and its customers are reputable and are not using Bank as a conduit for money laundering or other illicit purposes; and none of Client's employees are a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control.

Client will comply with the terms of this Agreement. Further, Client will be responsible for complying with all applicable federal and state laws and regulations, including but not limited to those relating to transactions with Client's customers and this Agreement, including but not limited to the Electronic Fund Transfer Act, Federal Reserve Regulation E, the Rules of the National Automated Clearing House Association (NACHA), and applicable state Electronic Funds Transfers Acts, all as may be amended from time to time.

### **B. Limitation of Liability.**

Bank will perform all of the Services in accordance with this Agreement and the applicable Schedules. If Bank is unable to provide a Service for any reason, Bank will promptly inform Client of the problem and will take reasonable steps to resume processing, except as set forth in any applicable Schedule or Exhibit. Unless otherwise required by law, Bank's sole responsibility for any errors caused by Bank will be to reprocess the information for the period in question and to provide corrected reports at Bank's own expense. Bank makes no other warranty, express or implied, regarding the Services, and nothing contained elsewhere will constitute such a warranty. Bank disclaims all implied warranties, including those of merchantability and fitness for a particular purpose.

Bank will not be responsible for any loss of profits or incidental, indirect, or consequential damages that Client or any third party may incur arising out of this Agreement. . Further, the liability, if any, of Bank under this Agreement for claims, costs, damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract or otherwise, will not exceed the amount of actual proven damages arising directly from Bank's gross negligence or willful misconduct. Bank is not liable for any amounts caused, in whole or in part, by the action or inaction of Client or any of its customers, agents, or employee.



**C. Force Majeure.**

Bank shall incur no liability for delays, errors, failures, or damages caused by circumstances beyond Bank's reasonable control including, without limitation, conflicts with federal or state law or regulations; acts of civil or military authority, insurrection, war, riots, or similar incidents; national emergencies, pandemics, labor difficulties, fire, flood, catastrophes, acts of God, or weather conditions; equipment failure or malfunction; materials shortage; failure of power or communication or transportation systems; or government action.

**D. Indemnification.**

Not applicable.

**E. Third Parties.**

Bank's ability to provide certain Services is dependent upon Bank's ability to obtain or provide access to third parties. In the event any third party is unavailable or Bank determines, in its discretion, that Bank cannot continue providing a Service via a third party, Bank may discontinue the related Service or may provide the Service through an alternate third party. In such situations, Bank will have no liability for the unavailability of any Service. . Independent Bank will provide the City with 60 days' notice of any changes to its ability to provide a service.

**F. Fees and Taxes.**

**1. Fees.**

The fees applicable to each Service are set forth in the Fee Schedule provided in proposal submitted to the City (section 7, Pricing Proposal). These fees are valid for three years upon approval and execution of the contract by City Council. Bank will debit Client's Deposit Account(s) in the amount of the fees on a specific date every month or as Bank has advised Client. If Client fails to pay any amount Client owes Bank under this Agreement, the Services may be canceled without notice. Any fees not paid in full within 30 days following the due date may bear interest at the rate of 1% per month.

If any of Client's Deposit Accounts are analyzed, Client may be able to use available earnings credit to offset certain fees for Services. If Client's analyzed accounts contain funds belonging to third parties, Client represents that use of any related earnings credit is not limited by law, regulation or agreement with such third parties. Client is responsible for the costs of any communication lines and any data processing charges payable to third parties.



**2. Security Interest.**

Not applicable.

**3. Taxes.**

Client will pay, in addition to those amounts set forth above, all taxes, tariffs and assessments levied and other charges imposed by any governmental authority on the Services provided under this Agreement (other than taxes payable by Bank on its income).

**G. Account Management.**

**1. Authorization.**

Client agrees to provide Bank, upon reasonable request and from time to time, with written authorization evidencing the authority of each representative of Client to access one or more Deposit Accounts.

**2. Provisional Credit.**

All checks, wire transfers, ACH payments and other items deposited into any Deposit Account are provisionally credited and subject to later verification and receipt of final settlement. Returned items will be charged against the Deposit Account without prior notice to Client. If the balance is insufficient to compensate Bank, Client authorizes Bank to charge any account Client maintains at Bank for any outstanding amount due without prior written notice.

**3. Access to Account Data.**

Since certain transactions are not processed by Bank until after the close of the banking day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal processes, and other reasons. Certain balances also may not be subject to immediate withdrawal. If Client is unable to access online banking for any reason, contact the TreasuryONE Helpdesk at 1-800-530-3719.

**4. Confirmation.**

Bank offers a number of Services that require receipt, processing and reporting of information involving Client's accounts and transactions. Unless otherwise agreed in writing, Bank will not be required (by means of any security procedure or otherwise) to confirm or detect accuracy, timeliness or completeness of the transmission or content of any information Bank receives from Client or third parties or to interpret the



content of any data transmitted to Bank. Client will provide Bank with accurate information in the format that Bank requires (e.g., in connection with wire and ACH transfers). Bank may refuse to process duplicate instructions by Client. For example, if Client gives Bank a wire transfer instruction that is incorrect in any way, Client agrees that Bank may charge any Deposit Account for the payment whether or not the error could have been detected by Bank. With respect to incoming wire transfers that do not include an account number or name recognizable to Bank, Bank may return the wire transfer to the sending financial institution without Bank incurring any liability to Client. In the event the bank discovers an error the City will be notified within one business day.

#### **5. Sync with Financial Management Software.**

From time to time, Bank may allow Client to sync the data available to Client through Bank's online banking system with Client's Intuit Quicken®, QuickBooks, or other financial management software ("Software") via Bank's website. If Client chooses to take advantage of this feature, Client shall be solely responsible for purchasing the Software and obtaining and

maintaining any necessary license(s) for its use of the Software. Client is responsible for ensuring that Client's version of the Software is current and compatible with Bank's systems. Bank reserves the right to change from time to time which Software programs may utilize this sync feature, without prior notice to Client.

Client agrees and understands that Client assumes any and all risk of any Software that Client installs, downloads, or uses, and that any information Client enters into the Software may be accessed by unauthorized third parties as a result of Client's use of the Software, without any liability or responsibility on the part of Bank. If Client uses the Software to transmit information, Bank shall have no liability or obligation relating to the security and/or confidentiality of such information.

Client further agrees that the electronic transmission, downloading, and/or syncing of Client's confidential and sensitive banking information is at Client's sole discretion and risk.

#### **6. Client Responsibility.**

Client must accurately describe and input all information necessary for Bank to perform any Services, including but not limited to accurately inputting transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If Client describes any beneficiary or institution inaccurately in any way, other institutions and Bank may process the transaction solely on the basis



of the information provided by Client, even if the number identifies a person or entity different from the named beneficiary or institution. Bank and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. Client will maintain backup files of all submitted data to enable Client to reconstruct transactions.

**7. Financial Review.**  
**Not applicable**

**III. Security Procedures.**

**A. Administrator.**

Client may appoint an individual ("Administrator") with the authority to determine who will be authorized to use the Services on Client's behalf. Client's Administrator, if so authorized, can establish additional users, as well as limits on each user's authority to access information and conduct transactions. Client is wholly responsible for the actions of the Administrator, the authority he or she gives others to act on Client's behalf, and the actions of the persons designated by the Administrator to use the Services. To the extent that this provision conflicts with the terms of any other agreement between Bank and Client or applicable law, the terms of that agreement or law prevail.

**B. Security.**

Bank may provide Client with certain procedures, including the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, dual control, daily limits, repetitive codes, tokens, and other security devices, systems, and/or software (collectively, "Security Procedures") to access the Services. Client agrees to: comply with any and all Security Procedures that Bank provides; take reasonable steps to safeguard the confidentiality and security of the Security Procedures and any other proprietary property or information Bank provides in connection with the Services; closely and regularly monitor the activities of employees and/or agents who access the Services; and notify Bank immediately if there is any reason to believe any Security Procedures have not been followed or there has otherwise been a breach to any Client or Bank system. The Security Procedures are not designed for the detection of errors. By signing this Agreement and by accessing and/or otherwise using any Services, Client agrees that the Security Procedures provided by Bank are commercially reasonable. Each Schedule may describe additional and/or specific security features and requirements, and Client agrees to fully abide by and follow all such features and requirements. Client agrees to be bound by, and accept sole responsibility for, any loss or liability resulting from or associated with any transfer, instruction, or payment processed by Bank in accordance with the Security Procedures.





#### **IV. Confidentiality.**

Client agrees all Confidential Information is the proprietary and confidential property of Bank and/or its relevant licensors or suppliers. Client agrees to: use the Confidential Information only in the manner specified by Bank and in the ordinary course of the Client's business; to return it to Bank upon termination of the relevant Service; and to keep the Confidential Information confidential and limit access thereto only to Client's agents and employees who require access in the normal course of their duties, except to the extent Client is required to disclose any Confidential Information by law, in which case Client agrees to provide prior written notice to Bank of any such legally required disclosure (to the extent such notice is not prohibited by applicable law).

#### **V. Equipment.**

Client is responsible for providing and maintaining any equipment necessary for its use of the Services, such as telephones, terminals, modems and computers. All equipment must be compatible with Bank's programs, systems and equipment, which may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any computers, software, equipment, or other systems that Client uses in connection with the Services, even if Bank has previously approved their use. Client agrees to comply with the terms of any software licenses used by Client in connection with the Services.

#### **VI. Transaction Review.**

##### **A. Erroneous and Unauthorized Transactions.**

Client shall review all statements provided by Bank related to any Service within 30 days of receiving access to such statement unless a shorter review period is required by law. Client will notify Bank, in writing, of any error or unauthorized transaction, in connection with any Deposit Account or Service, within such 30 day period. If Client fails to notify Bank within that timeframe, Bank is not responsible for any unreported or inaccurate transaction. Under the National Automated Clearing House Association (NACHA) Rules, Client must report an unauthorized ACH debit entry from any of its Deposit Accounts by the business day following the settlement date of the unauthorized debit.

##### **B. Remote Deposit Capture.**

Client shall notify Bank of any errors, omissions, interruptions, delays or unavailability pertaining to the Remote Deposit Capture ("RDC") Services as promptly as practicable, and in any event within one (1) business day after the earliest discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within ten (10) business days of the date of the earliest notice to Client which reflects the error. Any failure on Client's part to notify Bank of any error, omission, or other discrepancy within



a ten (10) business day period from the date of loss shall relieve Bank of any liability for such error, omission, or discrepancy.

## **VII. Termination**

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In addition, Bank may immediately terminate this Agreement or suspend any or all Services without notice if: (A) Client files for bankruptcy, dissolution or any similar proceeding, has such a proceeding instituted against Client, or a receiver or similar fiduciary is appointed for Client; (B) a material adverse change occurs in Client's business or financial condition; (C) Client breaches this Agreement; (D) Bank has reason to believe that Client has engaged in fraudulent or illegal activity; (E) Client fails to maintain balances in its Deposit Accounts sufficient to cover overdrafts; (F) Client fails to provide financial information reasonably requested by Bank; (G) Bank is unable to provide any Services due to changes in laws or regulations or other circumstances beyond Bank's reasonable control; (H) Bank is unable to satisfy itself that any Services have been properly authorized by Client; or (I) Bank no longer provides the relevant Services requested by Client. Upon termination of this Agreement for any reason, Client will cease using all Services immediately. This Agreement will continue to apply to all transactions initiated prior to the termination of this Agreement. This section will survive termination of this Agreement.

If this Agreement is breached by Client, in addition to any remedies provided by the Bank Documents or applicable law, Bank will also be entitled to recover from Client any costs, damages and liabilities which Bank may incur on account of such breach. Such damages may include, but are not limited to, reasonable attorney fees and expenses, court costs, and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings related to such breach.

## **VIII. General**

### **A. Amendment.**

Bank may amend this Agreement at any time and from time to time. Bank's posting of the amended Agreement on the Bank's website shall constitute sufficient notice to Client of the amendments to the Agreement. Client's continued use of any Services after the effective date of the amendment will be deemed to be acceptance by Client of that amendment. The amended terms will govern all transactions occurring after the amendment's effective date. Client's use of a particular Service will be deemed Client's consent to the terms of the relevant attached Schedule(s) and automatic renewal terms, whether or not Client has signed an updated Exhibit A.

### **B. Assignment.**

Without prior written consent of City of Livonia, Client may not assign or delegate



this Agreement or any of its rights or obligations under this Agreement without Bank's prior written consent. Bank may assign rights and delegate duties under this Agreement to a company affiliated with Bank or to a third party. This Agreement will be binding upon and inure to the benefit of permitted successors and assigns. Bank may use third parties to deliver Services to Client.

**C. Governing Law and Statute of Limitations.**

This Agreement will be governed by the laws of the State of Michigan. Any legal action or proceeding relating to this Agreement will be instituted in a state or federal court located in Michigan. Bank and Client agree to submit to the jurisdiction of, and agree that venue is proper in, any such court. Unless indicated otherwise in a Schedule, no action may be commenced against Bank arising in any way from this Agreement or any Schedule more than 18 months after the cause of action arises.

**D. Arbitration.**

At Client's or Bank's request, any claim or controversy that arises out of or relates to this Agreement or any Services will be submitted to arbitration in accordance with the terms of the Deposit Agreement.

**E. Customer Service.**

If assistance is needed with Services, or if Client needs to communicate with Bank, please contact Bank using the communication methods available via Bank's website.

**F. Relationship of the Parties.**

Client and Bank are independent contractors and neither party shall be deemed to be an agent, joint venturer or partner of the other.

**G. Entire Agreement.**

This Agreement (including the attached Exhibit A and all relevant Schedules), along with all Bank Documents Bank gives to Client in connection with the Services, all of which shall be subject to the terms and conditions of this Agreement, set forth the entire understanding between Bank and Client relating to the Services.

**H. No Waiver of Rights.**

Except as otherwise expressly set forth in this Agreement, either party may delay enforcing its rights under this Agreement or forego the exercise of those rights without losing any of them.

**I. Voidances.**



If any provision of this Agreement is unenforceable in any jurisdiction, such unenforceability will not affect the validity of that provision in any other jurisdiction or the enforceability of any other provision of this Agreement in that jurisdiction.

**J. Communications.**

**1. General.**

Client acknowledges that Bank may monitor and record Client's telephone and electronic communications in connection with the Services at any time, without further notice to Client or any party to the communication.

**2. Electronic.**

Client acknowledges that instructions sent electronically, including by fax, voice mail, unsecured e-mail, pager, or other electronic methods, are inherently insecure. Bank may rely on Client's instructions received electronically and on any e-mail address Client provides that Bank reasonably believes to have been initiated by Client. Client assumes all risk, and Bank is not liable for any loss, that results from the non-receipt, disclosure, or alteration of any electronic transmission. To the extent that any agreement between Bank and Client or applicable law requires Client's signature to effect any transaction, Client agrees that electronic transmittal of instructions for such transaction shall be deemed a valid signature, which shall be binding upon and enforceable against Client.

**K. Construction.**

The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. If any of the terms of a Schedule conflicts with the terms set forth in Sections I through VIII of this Agreement, the terms of the Schedule will prevail to the extent they are more specific.

**L. Authorized Company Personnel.**

The individuals noted below have been authorized by Client to act for and on behalf of Client in the capacity noted.



### Client Administrator

|                                          |               |      |
|------------------------------------------|---------------|------|
| Administrator Name                       | Phone #       | ext. |
| Title                                    | Fax #         |      |
| Office Address<br><b>Address Details</b> | Email Address |      |

### Optional Co-Client Administrator

|                                          |               |      |
|------------------------------------------|---------------|------|
| Administrator Name                       | Phone #       | ext. |
| Title                                    | Fax #         |      |
| Office Address<br><b>Address Details</b> | Email Address |      |

| Independent Bank              | Company Name          |
|-------------------------------|-----------------------|
| Signature:                    | Signature:            |
| Name: TM Officer Name         | Name: Customer Name   |
| Title: Treasury Officer Title | Title: Customer Title |
| Date:                         | Date:                 |



**Independent Bank**  
**Treasury Management Master Services Agreement**

**Exhibit A**  
**List of Services**

Date of this Exhibit A: Select Date

By signing below, Client acknowledges receipt of the following schedules:

| Schedule | Description of Schedule               | Services Used | Effective Date |
|----------|---------------------------------------|---------------|----------------|
| MSA      | Master Service Agreement –Any Service |               | Select Date    |
| A-1      | TreasuryONE                           |               | Select Date    |
| A-2      | Bill Pay                              |               | Select Date    |
| A-3      | Automated Clearing House (ACH)        |               | Select Date    |
| A-4      | Wire Transfer                         |               | Select Date    |
| A-5      | Check Positive Pay                    |               | Select Date    |
| A-6      | ACH Debit Block/Positive Pay          |               | Select Date    |
| A-7      | Remote Deposit Capture                |               | Select Date    |
| A-9      | Lockbox                               |               | Select Date    |
| A-10     | Cash Vault                            |               | Select Date    |
| A-11     | Electronic Data Interchange           |               | Select Date    |
| A-12     | Smart Safe Services                   |               | Select Date    |

| Independent Bank            | Company Name          |
|-----------------------------|-----------------------|
| Signature:                  | Signature:            |
| Name: Ben Stone             | Name: Customer Name   |
| Title: First Vice President | Title: Customer Title |
| Date:                       | Date:                 |



## Water Bill Lockbox Bid Analysis

| Fees                                    | Comerica                             | Independent Bank   | Mercantile Bank*             |
|-----------------------------------------|--------------------------------------|--------------------|------------------------------|
| Monthly Maintenance                     | \$ 200.00                            | \$ 200.00          | \$ 234.50                    |
| Deposit fee                             | \$ 0.08                              | \$ 0.25            | \$ -                         |
| Data Transmission                       | \$ 100.00                            | \$ -               | \$ 2.86                      |
| Cash handling                           | \$ 5.00                              | \$ 3.00            | \$ 3.90                      |
| Single item processing (1 - 5,000)      | \$ 0.22                              | \$ 0.45            | \$ 0.42                      |
| Single Item processing (5,001 - 10,000) | \$ 0.19                              | \$ 0.45            | \$ 0.42                      |
| Multiple Item Processing                | \$ 0.11                              | \$ 0.45            | \$ 0.36                      |
| Returns                                 | \$ 8.00                              | \$ 1.25            |                              |
| <b>Total Estimated Monthly Fees*</b>    | \$ 1,491.05                          | \$ <b>1,995.41</b> | \$ 2,109.56                  |
| <b>QBS SCORE</b>                        | 253 points                           | <b>290 points</b>  | 285 points                   |
|                                         |                                      | RECOMMENDED        |                              |
| <b>Municipal Customers</b>              | Northville, Dearborn<br>Hts., Warren | City of Brighton   | City of Dearborn,<br>Lansing |
| <b>LockBox Service Location</b>         | <b>Farmington Hills</b>              | Lansing            | Okemos                       |

**\*Costs based on the following:**

- 1) 3,500 checks per month
- 2) Pick up mail
- 3) Processing of contents including image scanning of both the coupon and check
- 4) Processing of the check through the City's deposit account
- 5) Capturing the OCR data from the coupons and creating a daily data transmission to the City
- 6) Daily access to online reporting of the ockbox



October 15, 2024

City of Livonia  
Gus Kandah, Purchasing Manager  
33000 Civic Center Drive  
Livonia, MI 48154

Dear Gus,

Independent Bank is pleased to present this proposal for lockbox services to the City of Livonia. Our partnership with Alliance Payment Solutions, a leading provider of lockbox services, ensures that we can offer a robust and efficient solution tailored to meet the city's needs.

As a well-established bank headquartered in Michigan, Independent Bank has a deep understanding of the local market and a strong commitment to serving the communities within the state. Our extensive experience and local presence enable us to provide personalized and responsive service to our clients. Key strengths include:

**Local Expertise:** With a rich history in Michigan, we possess in-depth knowledge of the local economic landscape and regulatory environment.

**Customer-Centric Approach:** We prioritize building strong relationships with our clients, ensuring that their unique needs are met with customized solutions.

**Financial Stability:** Independent Bank is financially sound, with a strong balance sheet and a commitment to prudent financial management.

Our collaboration with Alliance Payment Solutions enhances our ability to deliver top-tier lockbox services. Alliance Payment Solutions is renowned for its innovative and reliable payment processing solutions. Key benefits of this partnership include:

**Advanced Technology:** Alliance Payment Solutions utilizes state-of-the-art technology to ensure fast, accurate, and secure processing of payments.

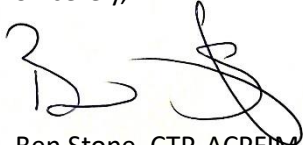
**Efficiency and Accuracy:** The lockbox services provided by Alliance Payment Solutions streamline the payment collection process, reducing manual handling and minimizing errors.

**Comprehensive Reporting:** Clients receive detailed and timely reports, providing transparency and ease of reconciliation.

Independent Bank, in partnership with Alliance Payment Solutions, is uniquely positioned to offer the City of Livonia a superior lockbox service solution. Our local expertise, combined with the advanced capabilities of Alliance Payment Solutions, ensures that we can meet and exceed the city's expectations for efficient and reliable payment processing.

In the following pages we have addressed the questions and requirements set forth in the Request for Proposal. We look forward to the opportunity to work with the City of Livonia and demonstrate the value of our lockbox services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Stone', with a stylized flourish at the end.

Ben Stone, CTP, ACPFIM

First Vice President, Government Banking Group

Independent Bank

P: 248-743-7324

E: [bstone@ibcp.com](mailto:bstone@ibcp.com)

# Lockbox Services Proposal

City of Livonia

October 15, 2024

# 160 YEARS

*your Journey. our Commitment.*

**In 1864, we were founded as First National Bank of Ionia.**

Since then, we've maintained our local roots, while growing across Michigan and into parts of Ohio. Many things have changed over the years, but our investment in our customers and communities has remained the same.

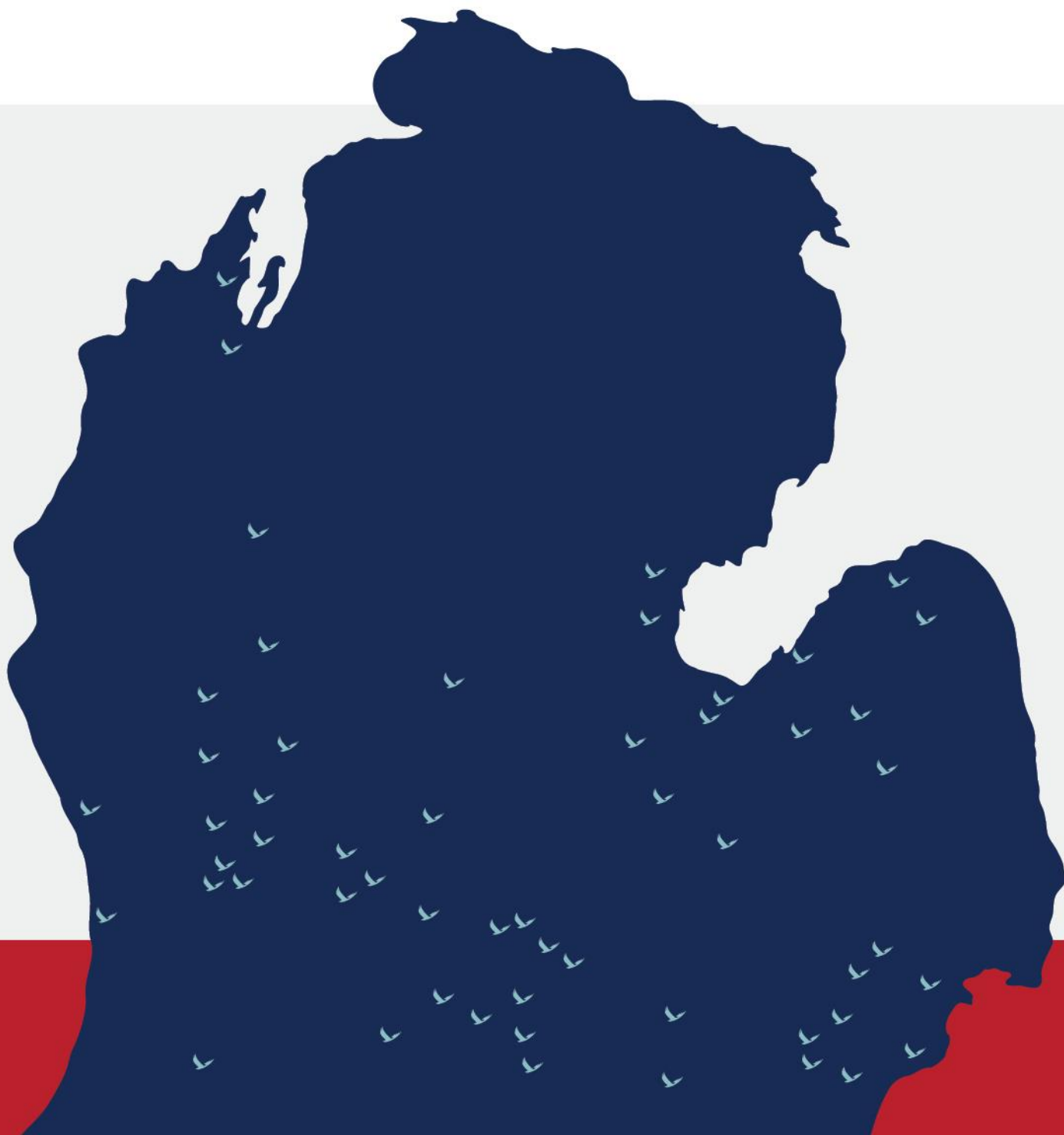


# OUR **WINGSPAN**

OVER  
**200,000** customers  
**\$5.26** billion in assets

OVER  
**\$787,000** donated  
OVER  
**40,000** ATMs

OVER  
**60** locations  
OVER  
**900** employees





## Scope of Services – Required Services

The City has identified the following services required to participate in the RFP. We can meet each of the required needs and will offer suggestions based on our experience and expertise in processing for municipalities and utilities in areas where we see efficiency improvement possibilities.

1. Establish a Caller Service Box at a Postal Facility within the State of Michigan, to be selected with the approval of the City of Livonia Water Department.  
**The Caller Box will be in Lansing, Michigan. Our Lansing office has been processing since 2003 utilizing this Post Office. We have an excellent relationship with the Supervisors and the Caller Box personnel. Our courier is known there on a first-name basis and can ask and obtain “extra” assistance from the Postal employees when needed. This Post Office is not under the extreme labor need that the Detroit Post Offices are experiencing, so mail is timely and not delayed. Further, due to the USPS change in mail time guidelines, there is absolutely no difference in mail time when mailing to a Lansing PO Box vs. a Detroit PO Box.**
2. Open mail, process payments, and deposit funds using guidelines established by the City and the Supplier.
  - A) Must have the ability to read OCR A print characters or manually enter data information as required.  
**Our software can read OCR A font as well as OCR B. We can also read barcodes and QR codes. We can offer guidance to the printer on the best positioning for the most accurate capture, but at the end of the day, we will program our software using Form Extra to capture where the printer ultimately places the scanline. We also have AI reading capabilities if needed.**
  - B) Capture payment information electronically. Data must be in a fixed ASCII file format with a one- file-per-bill type.  
**We can provide the data in the requested file format and type.**
  - C) Provide a way for the City to retrieve the payment file(s) over the Internet or send the files via email.  
**We can establish a secure connection over our FTP server so files can be pulled or pushed. We can also send over email if that is what you prefer.**
- iii. Suppliers shall process all mail received within (1) business day of receipt.  
**We begin receiving mail into our facility at 6:30 a.m. with the beginning of our first shift. Our Lansing office runs a double shift with the second shift starting at 2:30 p.m. and ending at 7:30 p.m. We receive mail in 2-3 runs but rarely is it over 3 runs because the Lansing Post Office is timely with mail and not shorthanded as is Detroit PO. If there needs to be more than 3 mail runs, they will tell the courier on the 3<sup>rd</sup> run that there is more mail and what time to come back. Depending on the time we receive all the mail for the day, some mail may be processed into the second shift. Mail processed into the second shift may not go on that day’s file, it may fall into the next day’s file as we need to meet the 3:00 p.m. file transfer requirement.**

The Supplier will provide the Lock Box location information, including the P.O. Box, City, State, and Zip code for the pre-printing of envelopes.

**Yes, we will provide this information.**

iv. Suppliers shall prepare a daily electronic File Transfer Protocol (FTP) file. Supplier shall comply with the file format used by the City of Livonia software. The FTP file must be transmitted to the Water Department the same day as processed before 3 pm daily.

**Yes. We just need the specifications of your software to ingest a file and will build the file in that manner. Nobody should be manually posting payments today.**

v. Suppliers shall return to the Water Department all unprocessed mail and correspondence in a time frame agreed to by both parties.

**We utilize a secure web portal for the City to view their images, data, transactions, reports, and any other information we process. You can have as many users as possible accessing this portal and can give administrative rights. We can also batch your correspondence so that it is efficient for team members to access. For example, we can notify you of all changes of address occurring, or any other typical correspondence sent to the City regarding their Water bill. The batched items will be available in specified folders in the portal for immediate access. All data and information in web portal can be searched by type, name, amount, etc. and manipulated into specific reports or other content needed to view, upload, or download. All data and images are stored in the portal for one year, and then six years in the cloud. The City, however, can download and save all data as needed when so desired. We can return any mail as directed to the City in the time frame agreed upon. It is our firm belief, however, that you outsource all your payments to be processed, not just the easy ones. It is our goal to process 100 % of payments that come in to be processed. We have been in check processing for over 20 years. We are very experienced with checks without remits and other nonstandard payments. One way we assist our customers in providing very limited exceptions for the clients to review these nonstandard transactions is by obtaining what we call a Look Up File or Customer Information File (CIF) that is usually transferred to us upon bill printing. We then program the file into your project so we can bump the nonstandard transaction against the file to automate the pulling of information using validation checks established with the City during your business rules call. This eliminates the need to send the transaction for decisioning to the City and creates both time and money efficiencies for your business.**

Suppliers must be compliant with all "Check 21" regulations established by the U.S. Federal Reserve Board.

**Yes. We are SOC Type I and Type II certified.**

Supplier shall provide the Water Department electronic exceptions for all questionable payments not processed by standard lockbox processes within (1) business day. The City will access the files and advise on corrections in order to process the bills.

**As previously mentioned, if we can obtain a look up file, we can drastically eliminate the questionable payments needed to be sent to the City. If we do have a question, however, we would send you an email that alerts you there is an exception in the portal for you to review. Please Note: we provide an in-depth portal training to all City team members who will be using the portal including exception processing, and can also provide a training video to refer back on if you have questions and don't want to reach out to us. You would log into the portal (API connections available if wanted) and review the exceptions in the portal. You will be able to see the entire transaction, front and back, as well as the question from the processor. You can answer the question online and the exception will flow through the lockbox in the manner answered. Nothing else needs to be done by you. Exceptions are maintained in your portal for 3 business days. If you do not review the exception, on the 4<sup>th</sup> business day we will reject the transaction and mail it back to you with an explanation of the timeline of the payment and what is needed. This is changeable based upon further discussions by all parties.**

vi. Supplier shall prepare a PDF file or other file that allows the Water Department to print and view a copy of both sides of checks and bill stubs processed through Lock Box. This file should be available online. This information should be organized in such a manner that the information is easily accessible.

**All images will be available in the portal for one year and organized in a manner that the information is easily accessible. We can also send you a daily pdf of the images by email or via the FTP if so needed.**

vii. Suppliers shall net all fees associated with this agreement via a compensating balance and or a net against interest earned.

**Independent Bank will work with the City to determine the most cost-effective way of offsetting fees associated with Lockbox Services.**

viii. Suppliers should help facilitate successful testing with City's selected printer to confirm bills scan in Company's system properly when necessary.

**Testing is part of our implementation process and will be conducted prior to going live. We have included our Implementation Timeline for your reference.**

ix. The Supplier will bill the City monthly for services provided. Invoices will be addressed to the City of Livonia Finance Department, 33000 Civic Center Drive, Livonia, MI 48154 and must show the City Contract Number on them. All invoices must clearly indicate which services the invoice is for and must be itemized in detail, in a manner that reflects and clearly shows the appropriate line item(s) proposal pricing as listed in the Price Proposal section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The City will pay all invoices within thirty (30) days of receipt of the invoice. If discount terms are available, they must be indicated on the invoice.

**While our preference is to automatically debit the City's account through our Account Analysis process each month, we can accommodate the request above.**

### **Identification Section**

Independent Bank's Government Banking team will manage the City of Livonia's relationship and is also responsible for managing the relationship between the bank and our service provider (Alliance Payment Solutions). This allows for a seamless integration between the lockbox services and Independent Bank's system. For the purposes of this proposal, as well as the ongoing relationship, the relevant contact information is as follows:

**Ben Stone, CTP, ACPFIM**

First Vice President, Government Banking  
35339 23 Mile Road, #392  
New Baltimore, MI 48047  
P: 248.743.7329  
E: [bstone@ibcp.com](mailto:bstone@ibcp.com)

**Jaime Macumber, CTP**

Senior Vice President  
Director of Treasury Management  
201 W. Big Beaver  
Troy, MI 48084  
P: 248.743.4039  
E: [jmacumber@ibcp.com](mailto:jmacumber@ibcp.com)

The operation of our partner Alliance Payment Solutions is described in detail below in the Expertise and Experience Section. The lockbox location for the City of Livonia would be in Lansing, Michigan.

## Expertise and Experience Sections:

Alliance Payment Solutions, Inc. is a full-service, woman owned, national lockbox service that focuses on customized lockbox processing. Alliance was created to provide a client experience based on their receivable processing needs/wants using advanced technology, flexible services designed for their business, and key vendor/partnerships like our relationship with Independent. Our commitment and ability to implement innovative technology, create procedures that process your mail as if you were processing in house, and empower employees to operate client-driven; positions Alliance well to meet your current needs now and into the future.

Our strategy for success is based on:

- Creating an inclusive and supportive culture where empowered team members focus on clients.
- Being accessible and having high-touch client service.
- Offering competitive technology to include digital, mobile, and integrated receivable solutions.
- Creating strong vendor relationships with our outsourced vendors who assist us in the processing of our clients' work. The vendor is a valued part of the team and is also invested to providing an outstanding client experience.
- Delivering a unique experience by being easy to do business with and responsive. We are client driven.
- Embracing the spirit and values of our client so we are a team.

When it comes to managing your lockbox and growing your company, a lockbox relationship based on personalized service is becoming harder to find. We are not a one-size-fits all service. Our approach is to be a known and trusted partner invested in the long-term success of your business. When you win, we win. APS currently services over 400 clients utilizing our lockbox and statement printing services. APS provides lockbox solutions, printing services, and ancillary services to a wide range of clients in the utilities, municipalities, energy providers, medical, manufacturing, and financial institutions as well as many other business industries large and small. The APS model is designed to focus on meeting the individual needs of each client in a customized way. Our job is to provide quality service and solutions that will save your organization time and money.

The specialized service that APS offers acts as a differentiator from others in the industry. Our focus is not to conform your organization to our service but rather our service to your organization. Our service is customizable and unique to your input and output needs. Additionally, our focus on customer service and response time creates a service advantage in the industry. APS remains small enough to quickly address individual needs while still being large enough to process for high volume clients.

APS currently has 4 processing facilities which operate on the same software platform. Lansing, Michigan; Indianapolis, Indiana, Charlotte, North Carolina; and Sarasota, Florida. This allows for in-house disaster recovery sites from office to office as well as the ability to utilize quality assurance team members from various offices to handle high volume or peak production times throughout the organization. In addition, we also have partnerships at 4 locations for processing. Sacramento, California; Houston, Texas; Chicago, Illinois; and Seattle, Washington.

As a woman owned private company, we offer a boutique approach by providing white-glove service tailored to each individual client. Alliance is large enough to handle high volume while remaining small enough to cater to individual requests.

For lockbox services, APS is powered by RemitPlus software. RemitPlus is a lockbox software developed by Jack Henry and ProfitStars. APS is a referral source for Jack Henry's ProfitStars system. Our relationship with Jack Henry and ProfitStars powers our software platform to provide the most innovative technology on the market to provide integrated receivables and the latest lockbox software capabilities to our clients. The images are captured on various OPEX scanners that flow images and data to the RemitPlus system. The capture of data employs OCR, MICR, CAR/LAR and manual data key entry to collect appropriate data from remittance documents received in accordance with client business rules. The business rules included in this RFP have been reviewed and can be accurately and consistently delivered through the RemitPlus Imaging system.

APS completes all lockbox functions in-house apart from outsourcing the USPS mail pickups to a courier vendor. Keying functions are completed by our quality assurance team in the RemitPlus system. APS also offers additional data entry services to include remote login to the clients operating system to complete data entry functions. Remittance work is processed daily, Monday-Saturday and cut-off times for work completion are mutually agreed upon by the client and APS. APS provides a secure web-based portal that contains all captured images and data. The portal is available 24/7 except during maintenance periods and stores client data for 12 months. Stale images and data are kept in cold storage for 7 years and specifically requested data can be added back to the web portal for use as requested by client to complete audit type functions. The web-based portal also offers an electronic Exception Presentment which has provided significant efficiencies to each of our clients that utilize this service.

### **Other Factors to Consider:**

Here are a few more lockbox services we can provide that can create time and money efficiencies for your business:

Remote Scanning – we can provide you with the capability to remote scan directly into the lockbox from any location where people drop off payments. This means that if people drop off their payment into a mailbox or other receptacle in the City offices, the payments can be scanned into a desktop scanner compatible with the lockbox software (list of acceptable scanners provided with RFP response) and the payments will flow through the lockbox as if we received the payment ourselves. Significant training will be given on remote scanning. Once the payment is scanned in, typically the person scanning the payment will store the check in an agreed upon area and store it until shredding.

E-Lockbox – we can provide you with an E-Lockbox solution as well. This solution will convert bill payor checks from an actual check to an ACH payment deposited directly into your account with Alliance transferring the data to you in the file with paper checks. You will be able to distinguish between a paper check and a bill payor check in the daily file.



**References:**

**City of Brighton**

Laura Hoshaw, Treasurer

P: 810.225.8023

E: [hoshawl@BrightonCity.org](mailto:hoshawl@BrightonCity.org)

**Maximus**

Erin Goodbody, Manager – Client Payment Processing

P: 517.432.6065

E: [erinlgoodbody@maximus.com](mailto:erinlgoodbody@maximus.com)

**HELP Financial Corporation**

Laura Nayak

P: 734.357.0999

E: [lnayak@helpfinancial.com](mailto:lnayak@helpfinancial.com)

## PRICING PROPOSAL

Please provide itemized pricing for all of the requested services. If your institution offers services not specifically indicated here, provide those fees as well. **This list is intended to be comprehensive.** Please list **ALL** fees required to provide the requested level of service, whether expressly itemized or not. **The City will not pay for services not listed in this document.**

| Description                                                                                                    | Unit Price            |
|----------------------------------------------------------------------------------------------------------------|-----------------------|
| Monthly maintenance fee                                                                                        | \$200.00*             |
| Courier Service: <i>(indicate if an additional fee applies if using both Detroit and Southfield lockboxes)</i> | N/A                   |
| Import File/Report: Design/Set-up                                                                              | \$150.00 per hour*    |
| Import File/Report                                                                                             | NO CHARGE             |
| Deposit fees                                                                                                   | \$0.25 per deposit    |
| Data transmission (daily exports to Water Dept.)                                                               | NO CHARGE             |
| Other miscellaneous fees <i>(please itemize)</i>                                                               | See Below             |
| Postage (items not processed/returned to City)                                                                 | At Cost*              |
| Cash Handling                                                                                                  | \$3.00 per item*      |
| Single Item Processing (one stub, one check, envelope)                                                         | \$0.45 per item*      |
| Multiple Item Processing                                                                                       | \$0.45 per item*      |
| Miscellaneous Correspondence                                                                                   | \$0.30 per item*      |
| Returns                                                                                                        | \$1.25 per item*      |
| Fee 1: Transaction Fee – Check Only                                                                            | \$0.45 per item*      |
| Fee 2: Additional Fields Keyed                                                                                 | \$0.11 per field      |
| Fee 3: Additional Keystrokes                                                                                   | \$0.009 per keystroke |
| Fee 4: Annual Caller Box Rental                                                                                | \$2,100.00 per year*  |
| Fee 5: Lockbox Additional Deposits                                                                             | \$2.06 per deposit    |
| Fee 6: Lockbox Preparation of Customer Package                                                                 | \$5.50 per package    |
| Fee 7: Lockbox Rejected and Returned Items                                                                     | \$1.25 per item       |
| Fee 8: Lockbox Foreign Checks                                                                                  | \$2.25 per check      |
| Fee 9: Additional Document Imaging                                                                             | \$0.10 per image      |
| Fee 10: Exceptions Posted to Web Portal                                                                        | \$0.15 per item       |
| Fee 11: Incoming Package Fee (UPS/FedEx/USPS)                                                                  | \$15.00 per item      |
| Fee 12: Data Provided on CD                                                                                    | \$25.00 per CD        |

The above list of service charges represents all fees that Independent Bank would charge based on the City's needs. For ease of calculation, items marked with an \* are the most common charges, while the others are "one-off" items that the City may encounter.

## **Proposed Implementation Checklist**

### **Team Call**

Team calls with all parties to introduce team members, identify team members who will be involved in various steps of onboarding and transition, communicate, and identify the City's needs/wants with lockbox and any ancillary services. Next day, Alliance will provide a project scope and timeline as identified in the call. Alliance will forward internal required documentation to be used in set up.

### **Provide Required Documentation**

A crucial step in a seamless transition is for the required documentation from Alliance to be provided by the City. These documents include, but are not limited to, Alliance Onboarding Form, Programming Form, and samples for testing.

### **Business Rules Discussion**

A key strategy in our company is to empower our team members to be client driven. Each clients' work is unique, and we empower team members to step into the clients' shoes to understand their processes, functions, and rules to scan and process their work. We will engage my Managers and Lead Team Processors in a phone call with RealPage's team members who developed and perform the processes to move the mail through your system. My team will have samples to look at, will have met with IT to discuss project scope and set up requests, and will offer intelligent questions and a deep dive into your processes so we can, at a minimum, create the same efficiencies as if you were processing in house.

### **Open PO Boxes**

Deliver PO Box address to the City. Alliance develops and maintains relationships with all our Post Office Postmasters and Caller Box Managers and teams. The power of in person visits by our team with some brownies and a smile goes a long way. We will open the PO Box, employ couriers, and provide notification to the Caller Box team at the PO regarding your work and what it will look like for them.

### **Testing**

We assess everything multiple times. Identifying the who, what, how and why of testing will be outlined and discussed in initial team call. We are expecting to schedule weekly calls with key management and programmers to update, discuss and solve any issues arising during implementation period. These calls will also be used to make sure we are meeting all project scope timelines and are on track for going live date.

### **Training**

Provide all training to City Team members on logging into portal, searching portal, creating reports, printing from the portal, exception review, and use of the FTP is provided.

### **Monitor Account**

Getting it right the first time is our goal. That is why we continuously train and test prior to live work. In 20+ years in lockbox, however, we have learned there may be functions customers would like tweaked after the fact. We are flexible. For the first month after your account goes live, we follow a timeline procedure for account monitoring and check ins with customers. Prior to going live, we will go over our recommended monitoring timeline and will collaborate with you to add to it or delete as you feel necessary.



# INDEPENDENT

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BANK

Thank you for your consideration

For more information, please visit us online:  
**Independent**Bank.com/GovernmentBanking

**Be Independent** 

**BID BOND**

Bond Number CIC1944051

KNOW ALL PERSONS BY THESE PRESENTS,

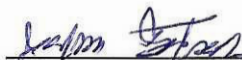
That we, INDEPENDENT BANK (hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of Wisconsin (hereinafter called the "Surety"), as Surety, are held and firmly bound unto CITY OF LIVONIA (hereinafter called the "Obligee"), in the sum of FIVE THOUSAND DOLLARS and 00/100 (\$5,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LOCKBOX WATER BILL SERVICE.

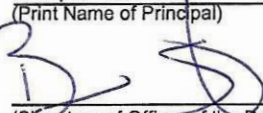
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of October, 2024.

This bond automatically expires ninety (90) days from the original bid date.

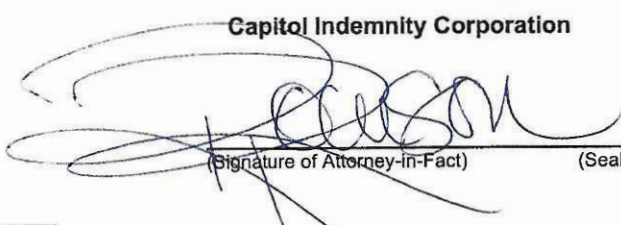
  
(Witness)

Independent Bank  
(Print Name of Principal) (Seal)

  
(Signature of Officer of the Principal)  
Ben Stone  
First Vice President  
(Print Name of Officer of the Principal and Title)

  
(Witness)

Capitol Indemnity Corporation

  
(Signature of Attorney-in-Fact) (Seal)

Rainy Robinson  
(Print Name of Attorney-in-Fact and title)



**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1944051

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RAINY ROBINSON; KAREN JO POWELL; ROYCE AZARVAND-ROBINSON-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

*RJ Byrnes*  
Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

*Todd Burrick*  
Todd Burrick  
Chief Underwriting Officer



CAPITOL INDEMNITY CORPORATION

*Adam L. Sills*  
Adam L. Sills  
Chief Executive Officer and President

STATE OF WISCONSIN  
COUNTY OF DANE

} S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN  
COUNTY OF DANE

} S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 11th day of October, 20 2024.



*Suzanne M. Broadbent*  
Suzanne M. Broadbent  
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. CIC-ePOA-M (Rev. 09-2022)



**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

6.

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

7.     **AWARD OF BID:** Livonia Housing Commission, re: for the replacement of one hundred and thirty-five electric ranges at McNamara Towers, from budgeted funds.

Jim Inglis, Livonia Housing Commission, presented the request to Council. Mr. Inglis stated the purchase went out for bids and they are looking to move forward with the purchase of 135 20" electric ranges at McNamara Towers. Mr. Inglis stated the ranges are for the studio and one-bedroom apartments. Mr. Inglis stated the Housing Commission received seven (7) bids and the Housing Commission staff will do the installation of the new ranges. Mr. Inglis concluded they were fortunate to find someone to purchase the old ranges for \$25.00 each.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

7.

Housing  
February 13, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Madison Bjertness, Executive Director of Housing

### AGENDA ITEM

AWARD OF BID: Livonia Housing Commission, re: for the replacement of one hundred and thirty-five electric ranges at McNamara Towers, from budgeted funds.

### BACKGROUND DETAILS

Community Development Block Grant (CDBG) program income will be used to support public facility improvements. The proposed project is replacement of 135 electric ranges at McNamara Towers.

Specifications were prepared in cooperation with the Finance Department, and an advertisement for bids was placed on the MITN website. Seven bids were received and opened on January 28, 2025. The bid tabulation is attached for the Council's review.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Approve APCO supply for the replacement of 135 electric ranges at McNamara Towers.

### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Brown Ranges, white in color, 4 prong cords installed. 135 to be purchased.

### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

APCO Supply for \$60,615.00.

### DETAILED WORK BEING PERFORMED

Replacement of 135 electric ranges at McNamara Towers.

### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$60,615.00, 233-800-818-678

### ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

APCO Supply  
5511 Enterprise Dr.

Lansing, MI 48911

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

#### ATTACHMENTS

1. S022425 LTC 135 electric ranges at McTowers
2. McNamara Towers Electric Ranges Bid Sheet 01\_28\_2025

#### APPROVED BY



\_\_\_\_\_  
Madison Bjertness, Executive Director of Housing

Date: February 13, 2025



\_\_\_\_\_  
Debra Peck Lichtenberg, CPA, Finance Director

Date: February 14, 2025



\_\_\_\_\_  
Carter Fisher, City Attorney

Date: February 14, 2025



\_\_\_\_\_  
Maureen Miller Brosnan, Mayor

Date: February 14, 2025

**BID OPENING**  
**McNamara Towers Electric Ranges**

**BID DUE DATE 1/28/2025**

|             |                                            |                                        |
|-------------|--------------------------------------------|----------------------------------------|
| VENDOR NAME | 3-D Mechanical Heating & Refrigeration PLC | APCO                                   |
| CITY/STATE  | 4365 Besaw Rd., Herron, MI 49744           | 5511 Enterprise Dr., Lansing, MI 48911 |
|             |                                            |                                        |
| TOTAL COST  | \$97,279.65                                | \$60,615.00                            |

|             |                                              |                                         |
|-------------|----------------------------------------------|-----------------------------------------|
| VENDOR NAME | ConServ Flag Company                         | Great Lakes Supply                      |
| CITY/STATE  | 1003 Illinois Street, Sidney, Nebraska 69162 | 1275 Grand Oaks Drive, Howell, MI 48843 |
|             |                                              |                                         |
| TOTAL COST  | \$76,627.95                                  | \$79,245.00                             |

|             |                                                |                                         |
|-------------|------------------------------------------------|-----------------------------------------|
| VENDOR NAME | Indoff Inc.                                    | WD Landscape                            |
| CITY/STATE  | 11816 Lackland Rd., Saint Louis, MO 63146-4206 | 34734 Kelly Rd., Clinton Twp., MI 48035 |
|             |                                                |                                         |
| TOTAL COST  | \$106,350.00                                   | \$87,750.00                             |

|             |                                  |
|-------------|----------------------------------|
| VENDOR NAME | Culinary Depot                   |
| CITY/STATE  | 67 RT 59 Spring Valley, NY 10977 |
|             |                                  |
| TOTAL COST  | \$102,018.15                     |

**CITY REPRESENTATIVES:** DORIS DEMARCO, OFFICE OF THE CITY CLERK

GUS KANDAH, PURCHASING MANAGER

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

8.     **AWARD OF BID:** Livonia Housing Commission, re: grubbing and clear-cut tree removal for Newburgh Village expansion project, from budgeted funds.

Jim Inglis, Livonia Housing Commission, presented the request to Council. Mr. Inglis stated as part of the redevelopment of Newburgh Village they need to look at the 9.4 acres adjacent to the property to remove trees, brush, rocks and obstacles on that site and they have received 14 contractor bids that meet the specifications. Mr. Inglis stated they are recommending Berman's Tree Service out of Chelsea, which currently does work for the City, which specializes in land clearing and is highly recommended by our DPW department.

DIRECTION:

APPROVING

CONSENT





## LETTER TO THE LIVONIA CITY COUNCIL

8.

Housing  
February 13, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Jim Inglis, Director of Housing

### AGENDA ITEM

AWARD OF BID: Livonia Housing Commission, re: grubbing and clear-cut tree removal for Newburgh Village expansion project, from budgeted funds.

### BACKGROUND DETAILS

The City of Livonia Housing Commission (LHC) is in the process of initiating the development and expansion of existing Newburgh Village for affordable senior housing. The LHC initiated a request for bids for the land clearing (9.44 acres), grubbing and clear-cut tree removal at 11981 Newburgh Road, Livonia, 48150. The LHC received 14 bids from contractors on January 21, 2025. The LHC in conjunction with the City of Livonia Purchasing Manager and the Assistance Superintendent of Public Services reviewed the bids and their conformance with the specifications, references, experience and cost and recommended that a contract be awarded to Burman's Tree Services, 17045 Garvey Road, Chelsea, Michigan 48118 in the amount of \$58,500.00. It should be noted that Burman's specializes in land clearing, has past experience with the City of Livonia and possesses appropriate insurance coverage.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Approve Burman's Tree Service to perform land clearance for Newburgh Village expansion project.

### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

N/A

### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Burman's Tree Service for \$58,500.

### DETAILED WORK BEING PERFORMED

Land clearing (9.44 acres), grubbing and clear-cut tree removal at 11981 Newburgh Road, Livonia, 48150.

### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$58,500 from #537-678-938-000

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

Burman's Tree Service  
17045 Garvey Rd  
Chelsea, MI 48118

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

**ATTACHMENTS**

1. S022425 LTC grubbing and tree removal for NV
2. 20250212104007164

**APPROVED BY**



Date: February 13, 2025

\_\_\_\_\_  
Madison Bjertness, Executive Director of Housing



Date: February 14, 2025

\_\_\_\_\_  
Debra Peck Lichtenberg, CPA, Finance Director



Date: February 14, 2025

\_\_\_\_\_  
Carter Fisher, City Attorney



Date: February 14, 2025

\_\_\_\_\_  
Maureen Miller Brosnan, Mayor

**BID OPENING SHEET – 2025 NEWBURGH VILLAGE II LAND CLEARING  
BID DUE DATE – 1/21/2025**

|                                                                 |                                               |                                             |
|-----------------------------------------------------------------|-----------------------------------------------|---------------------------------------------|
| <b>VENDOR NAME</b>                                              | A Maxons Tree Care LLC                        | Affordable Tree Service                     |
| <b>ADDRESS</b>                                                  | 6375 Ormond Rd., White Lake, MI<br>48383-1089 | 16432 Bell Creek Lane, Livonia, MI<br>48154 |
| <b>CLEAR CUT LAND AND TREE<br/>REMOVAL (9.44 ACRES) - TOTAL</b> | \$73,632.00                                   | \$120,000.00                                |
| <b>BID DEPOSIT</b>                                              | Yes                                           | Yes                                         |

|                                                                 |                                        |                                           |
|-----------------------------------------------------------------|----------------------------------------|-------------------------------------------|
| <b>VENDOR NAME</b>                                              | Burman's Tree Services                 | G's Trees, Inc.                           |
| <b>ADDRESS</b>                                                  | 17045 Garvey Rd., Chelsea, MI<br>48118 | 23596 Stacey Dr., Brownstown, MI<br>48183 |
| <b>CLEAR CUT LAND AND TREE<br/>REMOVAL (9.44 ACRES) - TOTAL</b> | \$58,500.00                            | \$159,536.00                              |
| <b>BID DEPOSIT</b>                                              | Yes                                    | No                                        |

|                                                                 |                                                |                                                    |
|-----------------------------------------------------------------|------------------------------------------------|----------------------------------------------------|
| <b>VENDOR NAME</b>                                              | Quality Tree Service of Michigan, LLC          | The Michigan Property Network                      |
| <b>ADDRESS</b>                                                  | 13210 Phelps Avenue NW, Kent City,<br>MI 49330 | 376 Beach Farm Circle #1088,<br>Highland, MI 48357 |
| <b>CLEAR CUT LAND AND TREE<br/>REMOVAL (9.44 ACRES) - TOTAL</b> | \$72,000.00                                    | \$75,000.00                                        |
| <b>BID DEPOSIT</b>                                              | Yes                                            | Yes                                                |

|                                                                 |                                            |                                           |
|-----------------------------------------------------------------|--------------------------------------------|-------------------------------------------|
| <b>VENDOR NAME</b>                                              | Upper Cut Tree Service of Michigan,<br>LLC | Van Gordon Land Solutions                 |
| <b>ADDRESS</b>                                                  | 1720 Noble Rd., Williamston, MI<br>48895   | 1885 Lone Tree Road, Milford, MI<br>48380 |
| <b>CLEAR CUT LAND AND TREE<br/>REMOVAL (9.44 ACRES) - TOTAL</b> | \$43,250.00                                | \$60,000.00                               |
| <b>BID DEPOSIT</b>                                              | Yes                                        | Yes                                       |

|                                                             |                                              |                                             |
|-------------------------------------------------------------|----------------------------------------------|---------------------------------------------|
| <b>VENDOR NAME</b>                                          | Alpine Tree Service                          | * Chops                                     |
| <b>ADDRESS</b>                                              | 42 E 88 <sup>th</sup> St., Newaygo, MI 49337 | 1505 Steele Ave. SW, Grand Rapids, MI 49507 |
| <b>CLEAR CUT LAND AND TREE REMOVAL (9.44 ACRES) - TOTAL</b> | \$85,000.00                                  | \$113,911.36                                |
| <b>BID DEPOSIT</b>                                          | Yes                                          | Yes                                         |

|                                                             |                                      |                                              |
|-------------------------------------------------------------|--------------------------------------|----------------------------------------------|
| <b>VENDOR NAME</b>                                          | DR Premier Services                  | The Davey Tree Company                       |
| <b>ADDRESS</b>                                              | 31789 Norfolk St., Livonia, MI 48152 | 1393 Wheaton Ave., Suite 600, Troy, MI 48083 |
| <b>CLEAR CUT LAND AND TREE REMOVAL (9.44 ACRES) - TOTAL</b> | \$239,500.00                         | \$77,126.00 double check upload              |
| <b>BID DEPOSIT</b>                                          | Yes                                  | Yes                                          |

|                                                             |                                       |                                         |
|-------------------------------------------------------------|---------------------------------------|-----------------------------------------|
| <b>VENDOR NAME</b>                                          | Tree Service of Troy                  | WD Landscape                            |
| <b>ADDRESS</b>                                              | 755 W Big Beaver Rd<br>Troy, MI 48084 | 34734 Kelly Rd<br>Clinton Twp, MI 48035 |
| <b>CLEAR CUT LAND AND TREE REMOVAL (9.44 ACRES) - TOTAL</b> | \$118,000.00                          | \$150,000.00                            |
| <b>BID DEPOSIT</b>                                          | Yes                                   | No                                      |

**CITY REPRESENTATIVES:**

Doris DeMarco, Office of the City Clerk Gus Kandah, Purchasing Manager

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

9. AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION: Department of Parks and Recreation, re: Rehabilitation Planning for the South Barn at Greenmead Historical Park, from the unexpended fund balance of the Historical Commission Fund and budget transfer in the amount of \$93,623.00.

Ted Davis, Superintendent of Parks & Recreation, presented the request to Council. Mr. Davis stated this project went out to bid and the Department received three (3) proposals back. They are recommending the award go to AEW. Mr. Davis indicated they have a partnership with an architectural firm on this and part of the funding comes from a grant through a CLG grant, \$25,000 of which is reimbursable from the grant previously approved. Mr. Davis stated the request does include reallocation of funds from their 270 Historical Trust Fund for this project. Mr. Davis pointed out this is a rehabilitation plan only for the South Barn, and there is no plan for work at this time.

Councilmember Toy inquired if this was just to look at the site, or just the barn. Mr. Davis replied it is just to evaluate the South Barn, which is a historic barn that was redone sometime post World War II into a modern barn. However, the barn has some structural issues as a result and for that reason the barn is not usable.

Councilmember Donovic stated there were three (3) bids received, and AEW is the lowest bid and is a reputable firm. He expressed the amount was reasonable to perform civil engineering, survey and architectural work to look at a dilapidated building to give us an idea what we can be done for it. Councilmember Donovic stated it puts things in perspective how expensive things really are to have these professionals come out and review and provide an analysis on these types of buildings. Mr. Davis reminded the Council the South Barn is part of a site that is on the National Historic Registry.

Councilmember Morgan inquired if this building was used to store items and Mr. Davis replied this particular barn has not been used for quite some time, given its lack of stability.

Councilmember Budzinski thanked Mr. Davis for being proactive and working toward the Greenmead 365 Vision. She stated it was good to see steps being taken to move forward and commended Mr. Davis for getting the \$25,000 grant to supplement the overall costs and expenses.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

9.

### Parks and Recreation February 11, 2025

#### MEETING DATE

S022425/R031025

#### PRESENTED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

#### AGENDA ITEM

AWARD OF BID AND REQUEST FOR ADDITIONAL APPROPRIATION: Department of Parks and Recreation, re: Rehabilitation Planning for the South Barn at Greenmead Historical Park, from the unexpended fund balance of the Historical Commission Fund and budget transfer in the amount of \$93,623.00.

#### BACKGROUND DETAILS

On behalf of Greenmead Historical Park, we respectfully request the acceptance of a proposal from Anderson, Eckstein, and Westrick, Inc. for the rehabilitation planning of the South Barn in the amount of \$93,623.00

Bids were solicited through MITN, with three firms submitting proposals:

|                                        |              |
|----------------------------------------|--------------|
| Anderson, Eckstein, and Westrick, Inc. | \$93,623.00  |
| Hamilton Anderston Associates          | \$142,165.50 |
| Wiss, Janney, Elstner Associates, Inc. | \$147,000.00 |

A reimbursable grant through the Certified Local Government program was awarded in 2024 in the amount of \$25,000 for this project. A committee comprised of members from Parks and Recreation and Finance evaluated the proposals and recommended AEW for the project. The State Historic Preservation Office supports our decision in awarding a contract to Anderson, Eckstein, and Westrick, Inc.

#### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$93,623 with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315.

We are also requesting a budget amendment to allocate additional funds from 270 Historical Fund to 270-000-818-000 in the amount of \$93,623.

#### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)



n/a

**CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)**

\$96,623

**DETAILED WORK BEING PERFORMED**

Rehabilitation planning for the South Barn at Greenmead.

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

\$96,623 from 270-000-818-000.

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

This is the lowest bid.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

**ATTACHMENTS**

1. 2025 South Barn CG24-462 Contractor Approval

**APPROVED BY**



Date: February 11, 2025

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: February 14, 2025

Debra Peck Lichtenberg, CPA, Finance Director



Date: February 14, 2025

Carter Fisher, City Attorney



Date: February 14, 2025

Maureen Miller Brosnan, Mayor



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
MICHIGAN STRATEGIC FUND  
STATE HISTORIC PRESERVATION OFFICE

QUENTIN L. MESSER, JR.  
PRESIDENT

February 7, 2025

Ted Davis  
City of Livonia  
15100 Hubbard  
Livonia, MI 48154  
edavis@livonia.gov

**RE: CG24-462 Greenmead South Barn Planning – Contractor Review**

The Michigan State Historic Preservation Office (SHPO) has completed its review of the provided information related to the vendor selection for the above-referenced Certified Local Government (CLG) grant project, which was received January 13-31, 2025.

SHPO approves your recommendation to select the team of AEW and Architecture Trio for this project.

Please forward the draft contract for the project once available so that SHPO can complete its required review prior to execution.

We look forward to continuing to work with you on this project.

Sincerely,

Alan Higgins  
Grants Manager/Budget Specialist



300 NORTH WASHINGTON SQUARE • LANSING, MICHIGAN 48913  
michigan.gov/shpo • (517) 335-9840

|                             |                                      |                                                          |
|-----------------------------|--------------------------------------|----------------------------------------------------------|
| VENDOR NAME                 | Hamilton Anderson Associates         | Wiss, Janney, Elstner Associates, Inc.                   |
| CITY/STATE                  | 1435 Randolph St., Detroit, MI 48226 | 30700 Telegraph Rd., Suite 3580, Bingham Farms, MI 48025 |
|                             |                                      |                                                          |
| DESIGN PHASE SERVICES TOTAL | \$142,168.50                         | \$147,000                                                |

|                             |                                           |  |
|-----------------------------|-------------------------------------------|--|
| VENDOR NAME                 | Anderson, Eckstein, Westick Inc           |  |
| CITY/STATE                  | 51301 Schoenherr Rd, Shelby Twp, MI 48315 |  |
|                             |                                           |  |
| DESIGN PHASE SERVICES TOTAL | \$93,623                                  |  |

**CITY REPRESENTATIVES:** DORIS DEMARCO, DEPUTY CITY CLERK  
GUS KANDAH, PURCHASING MANAGER



DECEMBER 17, 2024

# PROPOSAL

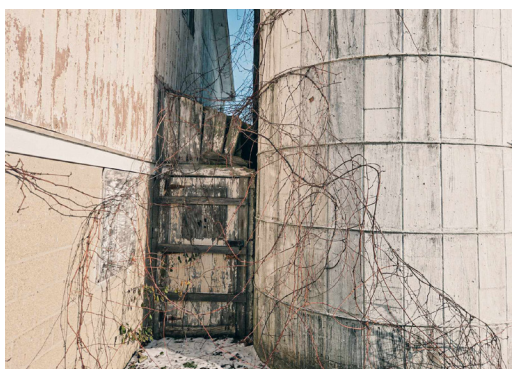
GREENMEAD SOUTH BARN DESIGN PHASE SERVICES

**PROPOSAL SUBMITTED TO:**

City of Livonia  
Edward Davis  
15100 Hubbard St.  
Livonia, MI 48154



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS



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**ANDERSON, ECKSTEIN & WESTRICK, INC.**

**CIVIL ENGINEERS - SURVEYORS - ARCHITECTS**

Shelby Township - Roseville - Livonia

586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

December 17, 2024

City of Livonia  
Attn: Edward Davis  
15100 Hubbard St.  
Livonia, MI 48154

**Reference: Request for Proposal | Architectural Services**

Dear Mr. Davis:

Thank you for the opportunity to present our qualifications for the Architecture and Design Services requested by the City of Livonia. At Anderson, Eckstein and Westrick, Inc. (AEW), we have assembled a team of experienced professionals dedicated to delivering the architectural and design expertise necessary to support the City in achieving its goals.

With extensive knowledge of the City of Livonia and its unique needs, AEW brings decades of experience working with key organizations, including the Wayne County Department of Public Services and other local agencies. This familiarity ensures we are well-equipped to navigate the complexities of municipal projects and provide tailored, innovative solutions.

AEW understands the City's commitment to preserving the Greenmead Historical Park and the desire to expand programming into the South barn. Our architectural and structural team is experienced in performing the analysis required to identify deficiencies and necessary repairs, ensuring the South Barn can be enjoyed by the community for years to come.

In addition, AEW is proud to partner with Architecture Trio, a team specializing in historic preservation. Their expertise will ensure the architectural heritage of the South Barn is rehabilitated per the guidelines of the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Since our founding in 1968, AEW has proudly served municipalities and local government agencies for over 50 years. Currently, we partner with more than 30 municipalities across southeast Michigan, consistently delivering high-quality, client-focused architectural and design services.

We are honored to be considered for this opportunity and, if selected, look forward to collaborating with the City of Livonia to deliver exceptional results.

Sincerely,

---

**Scott Lockwood, PE**  
[slockwood@aewinc.com](mailto:slockwood@aewinc.com)  
586-914-9947

51301 Schoenherr Road, Shelby Township, MI 48315  
**Engineering Strong Communities**



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## SECTION A

# FIRM INFORMATION

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## FIRM INFORMATION

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### CAPACITY

The strength of AEW on a contract of this type is the multi-disciplinary makeup of our offices and the depth of personnel in architectural, municipal, roadway, traffic, transportation planning, environmental, drainage, and bridge groups.

AEW has over 160 professional staff members between our Shelby Township, Roseville, and Livonia offices with 17 team members in our architectural department. The structure of our offices allows us to be flexible on assigning engineers and designers to task orders to meet the demands and expectations of this contract as required by the City of Livonia.

### COMPANY-WIDE CERTIFICATIONS

Depending on the scope and requirements of specialty projects, AEW's entire work force is available to assist the Township. In keeping with our commitment to "Engineering Strong Communities," we encourage our employees to pursue professional licensure and to be well informed of changing regulatory and technical issues.

We are proud of our employees and our ability to provide comprehensive municipal engineering, surveying, and architecture services. Our professional team maintains the following licenses, registrations, and certifications:

|    |                                            |   |                                                                                                        |
|----|--------------------------------------------|---|--------------------------------------------------------------------------------------------------------|
| 5  | Registered Professional Architects         | 5 | FieldManager Training                                                                                  |
| 27 | Licensed Professional Engineers            | 5 | MDOT Prevailing Wages                                                                                  |
| 3  | Licensed Professional Surveyors            | 1 | S1 Water Distribution System Operator                                                                  |
| 4  | Geographic Information Systems             | 2 | D3 Water Treatment Plant Operator                                                                      |
| 2  | Certified Floodplain Manager               | 1 | S3 Water Distribution System Operator                                                                  |
| 1  | Certified Public Accountant                | 2 | Professional Traffic Operations Engineer                                                               |
| 19 | Confined Space Entry                       | 2 | LEED Certified                                                                                         |
| 14 | Storm Water Management - Construction A-1j | 9 | PASER Training                                                                                         |
| 1  | Bridge Inspection                          | 8 | National Association of Sewer Service Co. (NASSCO) Pipeline Assessment and Certification Program (PACP |
| 5  | Soil Erosion and Sedimentation Control     |   |                                                                                                        |



## FIRM INFORMATION



Thorington Schoolhouse (31 Mile and Mound) in Washington Twp that we assessed for possible relocation



Inside the Thorington Schoolhouse.

**Since 1968, our primary goal is to serve our clients. We listen in order to provide a service that meets our clients' needs, expectations, vision and budget. By maintaining this level of service, we build long term client relationships.**

### WHO WE ARE & DISCLOSURE

Anderson, Eckstein & Westrick, Inc. is a privately held corporation with no subsidiaries or affiliated companies, and is incorporated and licensed to operate in the State of Michigan (Federal ID #: 38-1904829) AEW has no conflicts of interest with the City of Livonia.

### AEW ADVANTAGE

We love old buildings! Several of our team members share a personal connection to historic preservation—whether it's growing up on a farm, serving on a Historic District Commission, or acting as a trustee for a local historical society. This passion

translates into real expertise and care for preserving treasured community assets.

At AEW, we are deeply committed to the advancement and success of our clients. We value the people, history, and vision of the communities we serve, and we bring a wealth of experience in structural assessment and architectural renovation to every project. AEW is a well-respected firm, known for delivering projects efficiently and successfully, with a focus on enhancing public health, safety, and welfare—an ideal partner for the City of Livonia.

### LOCATIONS

#### Shelby Twp, MI Headquarters

51301 Schoenherr Rd.  
Shelby Twp, MI 48315

#### Roseville, MI

27087 Gratiot Ave.  
Roseville, MI 48066

#### Livonia, MI

17322 Farmington Rd.  
Livonia, MI 48152

### OUR SERVICES

We are a dynamic team of over 160 professionals, skilled across multiple disciplines. Our strength lies in delivering a comprehensive range of solutions to our clients, backed by deep technical knowledge and expertise in various specialties, including:



ARCHITECTURE



STRUCTURAL  
ENGINEERING



CIVIL  
ENGINEERING



CONSTRUCTION  
ADMINISTRATION



PARKS &  
RECREATION



SURVEYING



WATER  
ENGINEERING



GIS



TRANSPORTATION  
ENGINEERING



SITE PLAN  
REVIEW



ROAD & BRIDGE  
DESIGN

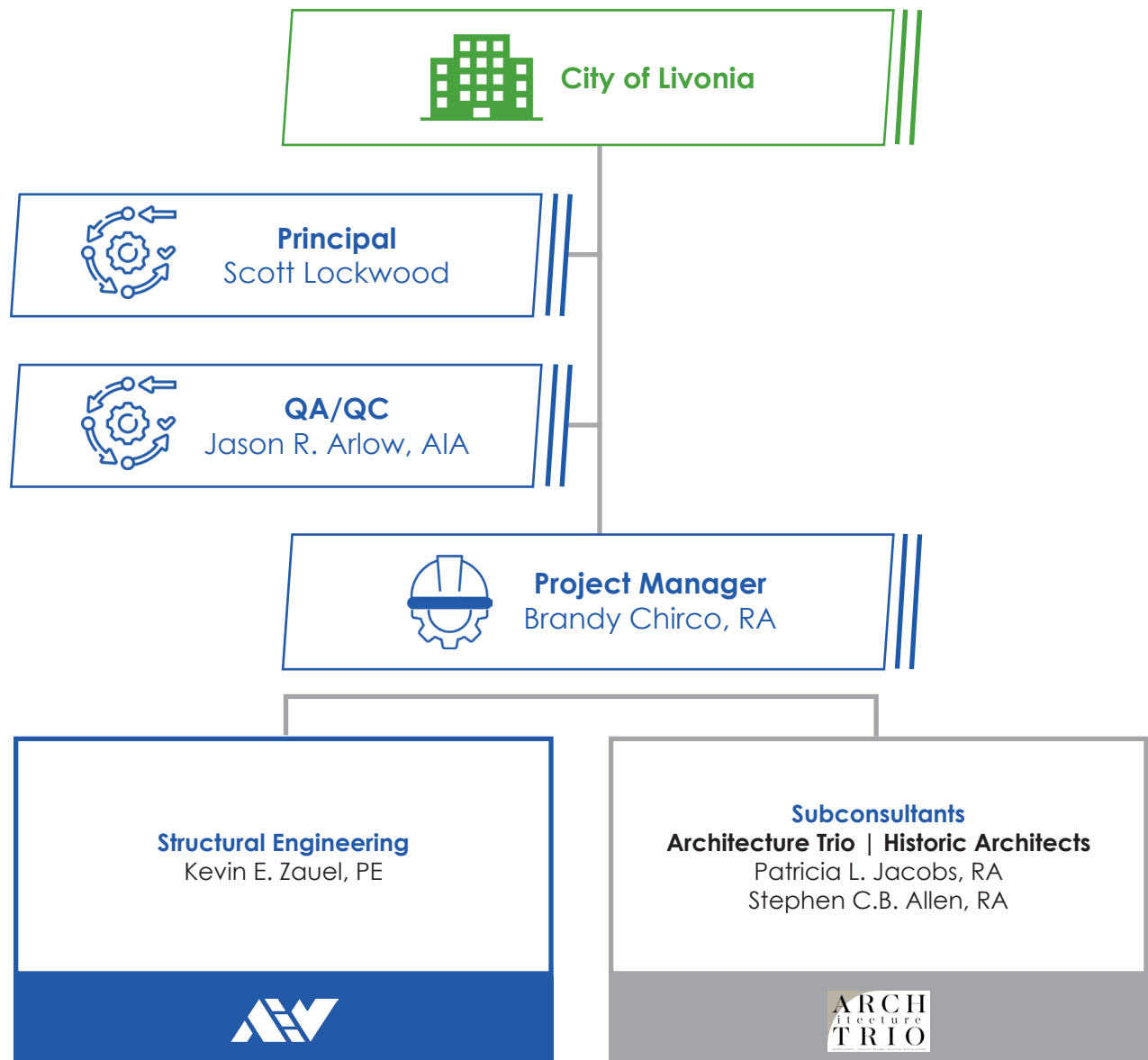
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## **SECTION B**

# **PROJECT TEAM**



## PROJECT TEAM



Macomb Twp schoolhouse that was relocated twice.



Shelby Twp schoolhouse that was relocated.



## Brandy L. Chirco, RA

### Project Manager, Senior Project Architect

Brandy has more than fourteen years of architectural design experience that includes commercial, educational and residential design. She also has expertise in architectural drafting, and numerous phases of design work that include schematic design, design development, and construction documents and details. Brandy has earned her certificate in Building Information Modeling (BIM), and is skilled in Revit. Her design work includes 3-D modeling and rendering of interior spaces and the exterior of existing and proposed structures. She regularly produces models and 3D virtual walk-throughs for clients, that are an invaluable tool for understanding the design intent. She is knowledgeable with design standards and regulations of the Americans with Disabilities Act (ADA) and is also experienced in drafting for structural and civil engineering projects.

She has participated in the design of a wide range of projects that include interior building renovations and additions, residential apartments, roofing replacement projects, modular design, and recreational facilities for both municipal and private clients, all with a high level of client satisfaction.

#### EDUCATION

M.S. Architecture, 2020,  
Lawrence Technological  
University

B.S. Architecture, 2014,  
Lawrence Technological  
University

#### LICENSING & CERTIFICATIONS

Licensed Architect, 2023  
#1301072542

Building Information  
Modeling (BIM)  
Certification, Lawrence  
Technological University

#### SPECIALIZED TRAINING

Michigan Historic District  
Commission Training  
2017 (MHPN)

Michigan Historic District  
Commission Advanced  
Training 2022 (MHPN)

#### AFFILIATIONS

Michigan Historic  
Preservation Network  
Member

Village of Romeo Historic  
District Commission  
Vice Chair

Romeo Historical Society  
Trustee

#### RELEVANT EXPERIENCE

**Computer Aided Drafting (CAD)** - Proficient in multiple phases of production for architectural, civil, structural, mechanical and electrical developments with more than eight years of experience in AutoCAD and other similar drafting software.

**Municipal Design** - Experienced in a number of municipal developments including fire stations, civic centers, a comfort station, and public safety facilities.

**Technical Specialties** - Knowledgeable with design standards and regulations of the Americans with Disabilities Act (ADA).

**UAW Solidarity House, Detroit, MI** - AEW performed the highly technical Terrestrial and Aerial Scanning of the building's interior and exterior, using state-of-the-art equipment and highly-trained professional personnel. The scanning project enabled the owners and consultant to develop updated and accurate plans for Solidarity House, enabling the building to be designed and constructed for updated functionality and aesthetics, while also bringing it up to today's codes and ADA compliance with enhancements that include more efficient MEP systems, new stair towers for ingress/egress compliance and updating the entire facility with improved worker safety and usability.





## Jason R. Arlow, AIA, LEED AP

### Vice President, Director of Architecture

---

#### EDUCATION

Masters of Architecture,  
2004, Lawrence  
Technological University

B.S. Architecture, 2000,  
Lawrence Technological  
University

A.S. Applied Science  
Architectural  
and Construction  
Technology, 1997, Baker  
College

#### LICENSING & CERTIFICATIONS

Registered Architect,  
Michigan, 2007

NCARB Certified,  
Registered Architect,  
Michigan, 2005

LEED Accreditation

#### EMPLOYMENT HISTORY

AEW, Inc.  
Shelby Twp.  
03/1999 - Current

Mr. Arlow has more than 24 years of valued experience, including expertise in architectural design, programming, schematics, design development, and construction administration. He is responsible for performing studies that evaluate program, circulation, elevation, and massing requirements, allowing for the development of detailed bidding and construction plans.

Jason lends his design expertise to AEW clients, working directly with civil, mechanical, electrical and structural engineers on buildings and bridge projects. He combines his strong understanding of engineering principals and architectural design to create functional and aesthetically pleasing structures. Jason has studied classic and modern architectural design in Paris, and lessons learned there have proven very beneficial to many of the projects he and his team have completed.

Jason also has more than 24 years of experience in Construction Documents and Administration and is responsible for providing these services to municipal facilities, schools, office buildings, and commercial structures. Mr. Arlow is also experienced in contractor coordination, pay application review, field visits, and attendance at progress meetings to ensure that project requirements are being met.

#### RELEVANT EXPERIENCE

**New Township Library, Shelby Township, MI** - This project has provided Shelby Township with its first stand-alone library. The state-of-the-art library is approximately 28,000 sq. ft. with several innovative features including glass that tints as the sun hits it and a 25 foot artificial tree in the children's area. The project had a tight timeline to be constructed, and AEW worked closely with the Township and the Contractor to keep the project on task and moving forward for a timely opening.

**Washington Township Fire Station No. 3** – AEW provided architectural, structural, electrical and civil engineering design for the new fire station number three in Washington Township. The new fire station is 8,000 sq. feet and includes a day room, offices, exercise room, dorm rooms, rest room facilities, and an apparatus bay.

**Shelby Fire Station No. 4 and No. 5** – AEW provided architectural, structural, electrical and civil engineering design for two new fire stations for Shelby Township. Each project is approximately 7,000 square feet, with a 3-bay apparatus bay, administrative space and dormitory space for the firefighters.

**Police Addition and Renovation, Shelby Township, MI** – This project consisted of the addition of administrative areas, meeting spaces, and a conference space able to accommodate a large number of the staff and police force.



## Kevin E. Zavel, PE

### Structural Group Lead/Project Manager

---

Kevin has 33 years of valued engineering experience, and leads our Structural Engineering department. He serves as a lead engineer and project manager for both municipal and private clients on a broad range of projects, and also performs stand-alone consulting services. Additionally, he and his team provide valued expertise to other AEW project managers for both internal and external clients. The Structural Engineering team, under Kevin's leadership, also has responsibility for the preparation of proposals, estimates, scoping studies, investigations and reports, contract documents and specifications, in addition to construction administration services.

#### EDUCATION

B.S. Civil Engineering,  
1991, Michigan  
Technological University

#### LICENSING & CERTIFICATIONS

Professional Engineer,  
Michigan, 1997

#### YEARS OF EXPERIENCE

**18** with AEW

**15** serving other  
consultants

#### SPECIALIZED TRAINING

Masonry Institute of  
Michigan - Various  
Webinars (2022)

Brownfield Evaluation  
(2022) PM Environmental

Risk Management (2022)  
Professional Underwriters

Pressure Rainscreen  
(2022) Engage Building  
Products

Construction Cost  
Estimating (2017)  
Halfmoon

Confined Space Entry  
Training (2012) LTAP

#### SPECIFIC EXPERTISE

- Marine City Hall Facility Condition Assessment
- Ford MPG - F-Barn Structural Assessment
- Hoxsey Acres Barn Assessment
- Huntington Place Facility Condition Assessment
- Clawson DPW Salt Barn Assessment
- HCMA Nature Center Facility Condition Assessment
- HCMA Lower Huron Maintenance Roof Assessment
- Grosse Pointe Historical Society Structural Analysis
- UAW Solidarity House, Detroit, MI
- Building 140 Renovations Study, SANGB, Harrison Twp, MI
- Detroit Arsenal Roof Analysis, Warren, MI



## Scott P. Lockwood, PE

### Executive Vice President

---

Scott serves on our Board of Directors, and is an Executive Vice President at AEW with more than 25 years of experience and expertise. He serves as Client Manager for a number of our respected and valued municipal and private clients. His municipal clients include AEW's longest tenured community, Roseville, along with Grosse Pointe Woods, Fraser, Livonia, Rochester Hills, Grosse Pointe Farms, and Grosse Pointe Shores.

#### EDUCATION

Bachelors of Science,  
Civil Engineering, 1993,  
University of Michigan,  
Ann Arbor, MI

#### LICENSING & CERTIFICATIONS

Professional Engineer,  
Michigan, 1998  
#6201044355

#### EMPLOYMENT HISTORY

AEW, Inc.  
Shelby Township, MI  
04/1995 - Current

#### SPECIALIZED TRAINING

Bridge Inspection  
Refresher Training,  
2020, National Highway  
Institute

Safety Inspection of In-  
Service Bridges, Federal  
Highway Administration

#### PROFESSIONAL AFFILIATIONS / AWARDS

American Public Works  
Association (APWA)

Northeast  
Superintendent's  
Association (NESA),  
Treasurer/Secretary  
Leadership Macomb

He has a wealth of experience in project management, and is very knowledgeable with the "cafeteria" of funding that is so important in today's project marketplace. This includes a working knowledge in Federal Aid, Community Development Block Grants (CDBG), State Revolving Fund (SRF), Congestion Mitigation & Air Quality (CMAQ), Transportation Alternative Program (TAP), and the MDOT Safety and Transportation Economic Development Fund (TEDF). He is also proficient with the Michigan Department of Transportation (MDOT), Federal Highway Administration (FHA) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) requisites.

Scott has been instrumental in the adoption of infrastructure inventory programs which include pavement, water and sewer, and he also provides traditional engineering services and environmental rehabilitation for a variety of project types and sizes.

His other achievements include municipal parks, bicycle paths, and pedestrian bridges, all important in today's Placemaking environment.

#### RELEVANT EXPERIENCE

**Bridge Inspection, Design, and Construction:** With a structural concentration incorporated in Scott's engineering degree, he gained valuable insight that has resulted in him performing inspection, design, and construction services on well over 100 bridges. His knowledge and expertise in these critical areas has him providing quality control for all AEW bridge-related projects.

**Municipal Engineering:** Scott has a wealth of municipal engineering experience, and has been assisting our municipal clients with professional know-how for more than 20 years.

**Trenchless Technologies:** He also has a concentration on pipe bursting, directional drilling and lining for underground construction. Many times an option, this form of reconstruction can be less intrusive to residents, while at the same time providing cost-effective options for our valued clients.



**PATRICIA L. JACOBS** RA

PRINCIPAL, ARCHITECT  
Pat@ARCHtrio.com  
ARCHtrio.com

**ARCH**  
i t e c t u r e  
**TRIO**

## REGISTRATION

### REGISTERED ARCHITECT

State of Montana | ARC-ARC-LIC-9094  
State of Indiana | AR00900030  
State of Ohio | ARC.1516292  
NCARB Certified | #79.156

QUALIFIED PROFESSIONAL FOR  
ARCHITECTURE/HISTORIC ARCHITECTURE  
Indiana Department of Natural Resources,  
Division of Historic Preservation and Archaeology

## AFFILIATIONS

Madison County Planning Board  
*Member*

Preservation Action National Board  
*Montana Representative*

National Trust for Historic Preservation  
*Member*

Foundation for Montana History  
*Member*

Montana Historical Society  
*Member*

Indiana Landmarks  
*Member*

Virginia City Preservation Alliance  
*President*

## EXPERIENCE

### ARCHITECTURE TRIO, INC. | 2001 - Present

Principal, Owner, Architect  
*Indianapolis, Indiana*  
*Virginia City, Montana*

### WHITE RIVER DESIGNS | 1995 - 2001

Principal, Owner, Architect  
*Indianapolis, Indiana*

### HISTORIC PRESERVATION COMMISSION | 1987 - 1995

Preservation Architect + Assistant Administrator,  
City of Indianapolis  
*Indianapolis, Indiana*

## EDUCATION

### BALL STATE UNIVERSITY

Bachelor of Architecture | 1984  
Bachelor of Science in Environmental Design | 1984  
*Muncie, Indiana*

## PERSONAL INTERESTS

- Spoiling granddaughters
- Gardening
- Hiking
- Baking
- Traveling

## RELEVANT PROJECTS

- PreservINg Main Street Façade Renovation Project. City of New Castle, IN • 2024 – Present
- Madison County Courthouse Remediation and Rehabilitation • Virginia City, MT • 2023 – Present
- George Rogers Clark Cabin Reconstruction • Clarksville, IN • 2023 – Present
- Herron Classical Schools, Main Office Renovation • Indianapolis, IN • 2023
- Coggsell-Taylor House, Interior Assessment & Report • Virginia City, MT • 2023
- Herron Preparatory Academy, Building Renovation and Addition • Indianapolis, IN • 2022 – 2024
- 102 S. Union Relocation and Rehabilitation • Westfield, IN • 2022 – Present
- Stonewall Hall Assessment and Stabilization • Virginia City, MT • 2022 – Present
- Hamilton County, IN • 2022 – 2024
- Robber's Roost Historic Assessment • Laurin, MT • 2021-2022
- Gilbert House Conditions Assessment Update • Virginia City, MT • 2021 – 2022
- Main Street Revitalization Plan & Façade Renovation Project, City of Greenfield, Indiana • 2020 – 2023
- Main Street Revitalization Plan & Façade Renovation Project, Town of Fortville, Indiana • 2020 – 2023
- Historic Remodel & Section 106 Compliance, Selfridge Air National Guard, Michigan • 2018 – 2020
- Singing Winds Visitor Center, T.C. Steele State Historic Site, Nashville, IN • 2017 – 2019
- Downtown Revitalization Plan & Façade Renovation Project, City of Vincennes, Indiana • 2018 – 2019



**STEPHEN C.B. ALLEN** RA, RID

ARCHITECT, DESIGNER  
Stephen@ARCHtrio.com  
ARCHtrio.com

**ARCH**  
i t e c t u r e  
**TRIO**

## REGISTRATION

### REGISTERED ARCHITECT

State of Indiana | #AR12400118

### REGISTERED INTERIOR DESIGNER

State of Indiana | #RID00647

### QUALIFIED PROFESSIONAL FOR HISTORY AND ARCHITECTURAL HISTORY

Indiana Department of Natural Resources,  
Division of Historic Preservation and Archaeology

## EDUCATION

### BOSTON ARCHITECTURAL COLLEGE

Master of Architecture | 2024  
*Boston, Massachusetts*

### ENDICOTT COLLEGE

Master of Arts in Interior Design | 2013  
*Beverly, Massachusetts*

### BALL STATE UNIVERSITY

Master of Science in Historic Preservation | 2011  
*Muncie, Indiana*

### MIAMI UNIVERSITY

Bachelor of Fine Arts in Architecture | 2009  
*Oxford, Ohio*

## RELEVANT PROJECTS

- PreservINg Main Street Façade Renovation Project. City of New Castle, IN • 2024 – Present
- Madison County Courthouse Remediation and Rehabilitation • Virginia City, MT • 2023 – Present
- New Hope of Indiana Space Assessment • Indianapolis, IN • 2023
- George Rogers Clark Cabin Reconstruction • Clarksville, IN • 2023 – Present
- Herron Classical Schools, Main Office Renovation • Indianapolis, IN • 2023 – Present
- Coggswell-Taylor House, Interior Assessment & Report • Virginia City, MT • 2023
- Herron Preparatory Academy, Building Renovation and Addition • Indianapolis, IN • 2022 – 2024
- 102 S. Union Relocation Study and Rehabilitation • Westfield, IN • 2022 – Present
- Stonewall Hall Assessment and Stabilization • Virginia City, MT • 2022 – Present
- Baker-Johnson-Pickett Historic Farmstead Assessment and Reconstruction at Fieldgate Farm • Hamilton County, IN • 2022 – 2024
- Robber's Roost Historic Assessment • Laurin, MT • 2021-2022
- Main Street Revitalization Plan & Façade Renovation Project, City of Greenfield, Indiana • 2020 – 2023
- Main Street Revitalization Plan & Façade Renovation Project, Town of Fortville, Indiana • 2020 – 2023
- Wheeler Apartments, Indianapolis, IN • 2017 – 2018
- Athenaeum, Indianapolis, IN • 2014 – 2016

## EXPERIENCE

### ARCHITECTURE TRIO, INC. | 2021 - PRESENT

Architect, Designer, Preservation Specialist  
*Indianapolis, Indiana*  
*Virginia City, Montana*

### JUNG DESIGN | 2020 - 2021

Associate Principal  
*Indianapolis, Indiana*

### SOCIETY DESIGN COMPANY | 2016 - 2020

Principal, Owner  
*Indianapolis, Indiana*

### PHANOMEN design | 2013 - 2016

Interior Designer  
*Indianapolis, Indiana*

### WABASH MARKETPLACE, INC. | 2011 - 2012

Executive Director  
*Wabash, Indiana*

## AFFILIATIONS

Mapleton-Fall Creek Housing Committee  
*Member*

## PERSONAL INTERESTS

- Camping
- Visiting National Parks
- Cooking





# BAKER JOHNSON PICKETT FARMSTEAD

## RECONSTRUCTION AT FIELDGATE FARM

Saving a critical piece of agricultural heritage.



### PROJECT BACKGROUND

The Baker-Johnson-Pickett Farmstead stood for over a century-and-a-half as a working farmstead, but unfortunately became an obstacle to the development of infrastructure along US-31. The property is associated with Jesse Baker, a Quaker and abolitionist who arrived with a wave of “Baker” relatives who settled in the area and helped establish a settlement known as Baker’s Corner. The property has ties to Quaker settlement in the area, and to the Underground Railroad. The Johnson and Pickett families later owned and operated the farm during times of great prosperity and growth in the Hamilton County agricultural history.

### SCOPE OF WORK

ARCHtrio was commissioned to assess the structures on the property, including an early post & beam two-story house and a turn-of-the-century three-portal barn. Extensive study of both historic structures determined that the house had been altered and only the hewn post & beam structure and log floor joists remained, but the barn was generally unaltered. The structures were documented through 3D laser scanning and photography. Archaeological investigation was performed by Weintraut & Associates. The project Advisory Team selected Fieldgate Farm as the destination for the barn and house. ARCHtrio and team developed the construction documents and managed the buildings’ reconstruction.

### FUNDING

Indiana Department of  
Transportation  
Indiana Landmarks

### PROJECT PARTNERS

Brandt Construction  
Crawford, Murphy & Tilly, Inc.  
Lawson Elser, Inc.  
The Engineering Collaborative

### PROJECT COMPLETION

2024

### PROJECT CONTACT

Mark Dollase  
317.639.4534



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## SECTION C

# DESIGN SCHEDULE

## DESIGN SCHEDULE

| Task Description                   |        |        |        |        |        |        |        |        |        |        |        |        |        |
|------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|                                    | 25-Jan | 25-Feb | 25-Mar | 25-Apr | 25-May | 25-Jun | 25-Jul | 25-Aug | 25-Sep | 25-Nov | 25-Dec | 26-Jan | 26-Feb |
| <b>Contract Award</b>              |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Project Initiation Meeting</b>  |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Barn Assessment</b>             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Meet with City to discuss findings |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 1</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 75% SD                             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Feedback from City/Grantee         |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 2</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 95% SD                             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Feedback from the City/Grantee     |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 3</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 100% SD                            |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 4</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 75% SD                             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Feedback from the City/Grantee     |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 5</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 95% SD                             |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Feedback from the City/Grantee     |        |        |        |        |        |        |        |        |        |        |        |        |        |
| <b>Deliverable 6</b>               |        |        |        |        |        |        |        |        |        |        |        |        |        |
| 100% SD                            |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Bidding                            |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Contract closeout meeting          |        |        |        |        |        |        |        |        |        |        |        |        |        |

**NOTE:** Project schedule assumes contract to be awarded in January. Schedule to shift accordingly if awarded later.



Bebout Municipal Park Band Shell



Bebout Municipal Park Band Shell's dedication to Barbara J. Bebout, who gifted the construction to the community.

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## **SECTION D**

# **REQUIRED FORMS**

**FORM OF PROPOSAL ARCHITECTURAL SERVICES**  
**PROJECT: Greenmead South Barn Rehabilitation Project**

City of Livonia  
Attn: Edward Davis  
15100 Hubbard St.  
Livonia, Michigan 48154

Dear Mr. Davis:

The undersigned, has familiarized himself with the type of services desired and has carefully examined the scope of work, specifications, and instructions to bidders, and accepts as sufficient for the purpose and agrees to furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

COMPANY NAME: Anderson Eckstein and Westick, Inc.

| PHASE | DESCRIPTION  | COMPLETE FOR SUM OF |
|-------|--------------|---------------------|
| 1     | Design Phase | \$93,623            |

- Attach resume(s) outlining the Historic Architect's experience on similar projects and describe their proposed role. Provide copy of license and applicable registrations.
- Attach resume(s) of other key project team members and their proposed roles.
- Attached design schedule if different than schedule noted in CLG Agreement.
- Attach additional terms or exceptions.

These services will be provided in accordance with all terms and conditions specified in the existing contract with the City of Livonia executed in accordance with Council Resolution # 378-20.

In submitting this sealed proposal, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this proposal may not be withdrawn for ninety (90) days from the opening thereof.

Firm Name Anderson Eckstein and Westick, Inc.

Address 51301 Schoenherr Road

City/State/Zip Shelby Township, MI 48315

Phone 586-726-1234 FAX \_\_\_\_\_

Signature \_\_\_\_\_

Title Scott Lockwood, Executive Vice President

Date 12/17/2024  
(Person executing bid and official capacity)

If Different, Company contact person to whom questions regarding this submission should be directed is:

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone No. \_\_\_\_\_

Email \_\_\_\_\_

FORMS TO RETURN WITH SUBMISSION:

- Form of Proposal Pages (PF-1 & PF-2)
- Architect Qualifications
- Key Staff Resume(s)
- Schedule, if applicable
- Terms and exceptions, if applicable



**ANDERSON, ECKSTEIN & WESTRICK, INC.**

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | [www.aewinc.com](http://www.aewinc.com)

### **Terms and Exceptions**

None at this time but will need further review of contract executed in accordance with Council Resolution #378-20 upon consideration of award, before signing a contract.



**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

10. AWARD OF BID: Department of Parks and Recreation re: the replacement of buried sump pump discharge lines at Greenmead Historical Park, in a not-to-exceed amount of \$21,495, from budgeted funds.

Ted Davis, Superintendent of Parks & Recreation, presented the request to Council. Mr. Davis stated is also a project at Greenmead to replace the sump pump lines and it is routine maintenance to maintain on the Greenmead property to ensure there are no water issues. Mr. Davis stated they are recommending the lowest qualified bidder, DR Premier Services, LLC, from budgeted funds.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

10.

### Parks and Recreation February 11, 2025

#### MEETING DATE

S22425/R031025

#### PRESENTED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

#### AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation re: the replacement of buried sump pump discharge lines at Greenmead Historical Park, in a not-to-exceed amount of \$21,495, from budgeted funds.

#### BACKGROUND DETAILS

On behalf of Greenmead Historical Park, we respectfully request the acceptance of a proposal from DR Premier Services, LLC for the replacement of the buried sump pump lines at the Hinbern, Parsonage, Geer Store, and D.U.R. buildings in the amount of \$21,495.

After reviewing the proposals for this project with DPW Facility Maintenance Staff, we feel that DR Premier Services was the best choice as they are a Livonia based company and included references for this type of job specifically.

Bids were solicited through MITN, with four companies submitting proposals:

|                          |          |
|--------------------------|----------|
| KAB Enterprises, Inc.    | \$14,950 |
| DR Premier Services, LLC | \$21,495 |
| Tiger Pipe Services      | \$26,900 |
| Service Pro              | \$38,550 |

#### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Authorize payment in the amount not to exceed \$21,495 to DR Premier Services, LLC., 15900 Harrison St., Livonia, MI 48154.

#### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

N/A

#### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$21,495 from budget funds

#### DETAILED WORK BEING PERFORMED

Replacement of sump pump lines

#### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

-Authorize an expenditure in the amount of \$21,495 from budget funds in the Greenmead Maintenance Account 101-821-931-220.

#### ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

This is the second lowest bidder and we feel that DR Premier Services was the best choice as they are a Livonia based company and included references for this type of job specifically.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

#### ATTACHMENTS

1. S022425 LTC Sump pump lines
2. 2025 Sump Pump Lines

#### APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 11, 2025



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 14, 2025



Carter Fisher, City Attorney

Date: February 14, 2025



Maureen Miller Brosnan, Mayor

Date: February 14, 2025



# DR PREMIER SERVICES LLC

15900 HARRISON ST.  
LIVONIA, MI 48154  
PHONE: (313) 515-6075  
[WWW.DRPREMIERSERVICES.COM](http://WWW.DRPREMIERSERVICES.COM)

## Objective

Replacement of buried sump pump discharge lines located at  
Greenmead Historical Park.

## Plan of Action

We will use a combination of excavation and hand-digging to expose and remove the current pipes. We will replace all current pipes with a minimum 3" schedule 40 PVC. Upon completion and inspection approval, all trenches will be backfilled. Grass seed will be placed over areas where grass was previously (if requested). The jobsite will be cleaned and all debris will be hauled away.

## Timeframe

This project will take approximately 1-2 weeks.

## PROPOSAL FORM

### REPLACEMENT OF BURIED SUMP PUMP DISCHARGE LINES

#### LOCATED AT

**GREENMEAD HISTORICAL PARK**  
20501 Newburg Rd. Livonia, MI 48152

The undersigned, (name) DR Premier Services (company name) attests that he/she has visited the site and is familiar with all existing conditions of work hereinafter specified. He/She further agrees that he/she will enter a contract with the owner to furnish and pay for all labor, materials, supervision, insurance, and incidentals required to complete the work as specified. All work shall meet the current building code requirements, recognized by the City of Livonia, and shall conform to all codes and regulations of the local authorities. In addition, all work shall conform to specifications and other requirements provided in this "Proposal Form."

This proposal shall be irrevocable for a period of ninety (90) days from the date provided below. Furthermore, this proposal shall not become binding, and no contract award shall be made until this contract is approved by the City of Livonia.

- \* Hand dig or excavate areas to remove current pipes.
- \* Replace current pipes with a minimum of 3' schedule 40 PVC.
- \* Backfill all trenches after inspection of pipes.
- \* Clean up and dispose of all debris and excess material.

Lump Sum

\$21,495.00

2. This proposal shall be irrevocable for a period of ninety (90) days. This proposal shall not become binding, and no contract award shall be made until this contract is approved by the City of Livonia.

3. In submitting this bid, it is understood that the right is reserved by the Owner and City of Livonia to reject all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.

4. We agree to begin work within 14 days of receipt of a formal Notice to Proceed and to achieve Substantial Completion of same within Sixty (60) calendar days.

5. Attached hereto is an affidavit in proof that the undersigned has not entered any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for the contract for which his/her proposal is submitted.

7. Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

8. Contractor shall provide proof of insurance and license(s) to Owner.
9. Upon request by the Contractor, partial payment, not to exceed fifty percent (50%) of total project cost shall be made when fifty percent (50%) of the work is completed. The balance of project costs shall not be disbursed until the project is fully completed. And approved by the owner and the City of Livonia Inspection Department.

Jana Rizk  
SIGNATURE/TITLE

Owner

Dated: 02/01/2025

DR Premier Services LLC  
Company Name

(1030) 480-0032  
Phone Number

87-2543208  
Employer Identification Number

YES ~~NO~~  
Minority Business Enterprise



## REFERENCES

### Reference #1:

Organization Name: \_\_\_\_\_  
Contact Information: Lea Wilkinson  
Telephone Number: (313) 550-3137  
Address: 30714 Helmandale Dr. Franklin, MI 48025  
Date(s) of Service: June 21, 2024  
Services Provided: Repair & Replacement of approx. 150ft  
of buried sump pump discharge line

### Reference #2:

Organization Name: \_\_\_\_\_  
Contact Information: Theresa Leach  
Telephone Number: (248) 939-2107  
Address: 21833 Inkster Rd. Farmington Hills, MI 48336  
Date(s) of Service: April 9, 2024  
Services Provided: Installation of approx. 100ft of  
buried sump pump discharge line.

### Reference #3:

Organization Name: \_\_\_\_\_  
Contact Information: Mike Abbas  
Telephone Number: (313) 645-1444  
Address: 18001 W. Northville Trl. Northville, MI 48168  
Date(s) of Service: July 13, 2023  
Services Provided: Repair & Replace approx. 250ft  
of buried sump pump discharge line

**NON-COLLUSIVE  
AFFIDAVIT**

(Prime Bidder)

State of Michigan  
County of Wayne ) ss.

Sara Rizk, being duly sworn, deposes and says:

That (s)he is OWNER OF DR Premier Services  
(a partner or officer of the firm of, etc.)  
the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham;  
that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or  
person, to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by  
agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of  
any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder,  
or to secure any advantage against the Local Housing Commission, or any person interested in the proposed  
contract; and that all statements in said proposal or bid are true.

Signature  
Name

Sara Rizk  
Sara Rizk

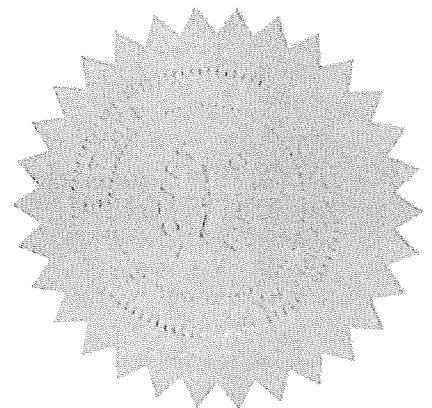
Signature of:  
Bidder, if the bidder is an individual:  
Partner, if the bidder is a partnership:  
Officer, if the bidder is a corporation.

Subscribed and sworn to before me  
this 20<sup>th</sup> day of January 2025.

Notary Public [Signature]

My Commission expires November 6<sup>th</sup>, 2027.

SYDNE STYBEL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES NOV 6, 2027  
ACTING IN THE COUNTY OF Wayne





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2025

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 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).

| <b>PRODUCER</b><br>J & J Insurance Managers DBA Global Green<br>43000 W 9 Mile Rd<br>Novi, MI 48375              | <b>CONTACT NAME:</b> Hassan Jaafar<br><b>PHONE (A/C, No, Ext):</b> 313-460-0321<br><b>E-MAIL ADDRESS:</b> hassanjaafar@ggiausa.com<br><b>FAX (A/C, No):</b>                                                                                                                                                                                                                                                                                                                                                            |                               |  |        |           |                                                     |       |           |                                       |       |           |  |  |           |  |  |           |  |  |           |  |  |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|-----------|-----------------------------------------------------|-------|-----------|---------------------------------------|-------|-----------|--|--|-----------|--|--|-----------|--|--|-----------|--|--|
| <b>INSURED</b><br>Premier Trailer and Trucking DBA DR Premier Services<br>19500 Harrison St,<br>Livonia MI 48154 | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Property and Casualty Insurance Company of Hartford</td><td>30104</td></tr><tr><td>INSURER B</td><td>Traveler's Bond &amp; Specialty Insurance</td><td>25682</td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A | Property and Casualty Insurance Company of Hartford | 30104 | INSURER B | Traveler's Bond & Specialty Insurance | 25682 | INSURER C |  |  | INSURER D |  |  | INSURER E |  |  | INSURER F |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NAIC #                        |  |        |           |                                                     |       |           |                                       |       |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER A                                                                                                        | Property and Casualty Insurance Company of Hartford                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30104                         |  |        |           |                                                     |       |           |                                       |       |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER B                                                                                                        | Traveler's Bond & Specialty Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 25682                         |  |        |           |                                                     |       |           |                                       |       |           |  |  |           |  |  |           |  |  |           |  |  |
| 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 INSR | SUBR WVD                                               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)             | LIMITS                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------|---------------|-------------------------|-------------------------------------|-----------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |           |                                                        | 84 SBA BJ9B9E | 08/25/2024              | 08/25/2025                          | EACH OCCURRENCE \$ 1,000,000                                                |
|          |                                                                                                                                                                                                |           | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           | MED EXP (Any one person) \$ 10,000                     |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           | PERSONAL & ADV INJURY \$ 1,000,000                     |               |                         |                                     |                                                                             |
|          | CEN'L AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-PC <input type="checkbox"/> LOC                                                   |           |                                                        |               |                         | GENERAL AGGREGATE \$ 2,000,000      |                                                                             |
|          |                                                                                                                                                                                                |           |                                                        |               |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000 |                                                                             |
|          |                                                                                                                                                                                                |           |                                                        |               |                         |                                     | \$                                                                          |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS                                |           |                                                        | 84 SBA BJ9B9E | 08/25/2025              | 08/25/2025                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                            |
|          |                                                                                                                                                                                                |           | BODILY INJURY (Per person) \$                          |               |                         |                                     |                                                                             |
|          | <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                     |           | BODILY INJURY (Per accident) \$                        |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           | PROPERTY DAMAGE (Per accident) \$                      |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           |                                                        |               |                         | \$                                  |                                                                             |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB                                                                                                                                   |           |                                                        |               |                         |                                     | EACH OCCURRENCE \$                                                          |
|          |                                                                                                                                                                                                |           |                                                        |               |                         |                                     | AGGREGATE \$                                                                |
|          |                                                                                                                                                                                                |           |                                                        |               |                         |                                     | \$                                                                          |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |                                                        | 00A8669613    | 01/21/2025              | 01/21/2026                          | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
|          | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N                                                                                                                               | N/A       | E.L. EACH ACCIDENT \$ 25,000                           |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           | E.L. DISEASE - EA EMPLOYEE \$ 25,000                   |               |                         |                                     |                                                                             |
|          |                                                                                                                                                                                                |           | E.L. DISEASE - POLICY LIMIT \$ 25,000                  |               |                         |                                     |                                                                             |
| A        | Employment Practices Liability Insurance                                                                                                                                                       |           |                                                        | 84 SBA BJ9B9E | 08/25/2024              | 08/25/2025                          | Each Claim Limit \$ 25,000<br>Annual Aggregate Limit \$ 25,000              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LIVONIA is additional insured

**CERTIFICATE HOLDER****CANCELLATION**

|                                                               |                                                                                                                                                                |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF LIVONIA<br>33000 Civic Center Dr<br>Livonia MI, 48154 | 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<br>Hassan Jaafar                                                                                                                     |



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/21/2025

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).

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------|---------------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br>GlobalGreen Insurance Agency<br>4568 MERAMEC BTM RD S. ST LOUIS, MO 63128                     | <b>CONTACT</b><br>NAME: Progressive Commercial Lines Customer and Agent Servicing<br>PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No):<br>E-MAIL ADDRESS: progressivecommercial@email.progressiva.com                                                                                                                                                                          |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>Premier Trailer and Trucking DBA DR Premier Services<br>15900 Harrison St<br>Livonia, MI 48154 | <table border="1"><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td>INSURER A: Progressive Michigan Insurance Company</td><td>10187</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | <b>INSURER(S) AFFORDING COVERAGE</b> | <b>NAIC #</b> | INSURER A: Progressive Michigan Insurance Company | 10187 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                             | <b>NAIC #</b>                                                                                                                                                                                                                                                                                                                                                                    |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Progressive Michigan Insurance Company                                                                | 10187                                                                                                                                                                                                                                                                                                                                                                            |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                  |                                      |               |                                                   |       |            |  |            |  |            |  |            |  |            |  |

### COVERAGES

CERTIFICATE NUMBER: 775369537368641549D012125T180019

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                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                              |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP-OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                               | N                            | N        | 984785579     | 08/02/2024              | 08/02/2025              | COMBINED SINGLE LIMIT (Per accident) \$510,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> UED <input type="checkbox"/> RETENTION \$                                                                                                                             |                              |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>See ACORD 101 for additional coverage details                                                                   | Y/N <input type="checkbox"/> | N/A      |               |                         |                         | PER STATUTE <input type="checkbox"/> OR <input type="checkbox"/> E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                 |
| A        |                                                                                                                                                                                                                                                                                                                  | N                            | N        | 984785579     | 08/02/2024              | 08/02/2025              | \$                                                                                                                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

Premier Trailer and Trucking  
15900 Harrison St  
Livonia, MI 48154

### 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

*Mark Post*





**From** | **PowerVac of Michigan | ServicePro**  
44300 Grand River Ave  
Novi MI 48375  
2489129973  
<https://yourworkorder.com/>

**Quote No.** | **2022878**  
Type | Repair  
Prepared By | Zach Porter  
Created On | 02/03/2025  
Valid Until | 04/30/2025

**Quote For** | **City of Livonia**  
Greenmead Historical Park  
20501 Newburgh Road  
Livonia MI 48152  
(248) 477-7375

## Description of Work

PKS755 1/3/25 - Replacement of Buried Sump Pump Discharge Lines

## Services to be completed

### [Plumbing] Location - Building

ATTN:

City Of Livonia

RE: PKS755 - Replacement of Buried Sump Pump Discharge Lines

Project Location:

Greenmead Historical Park

20501 Newburgh Road

Livonia, MI 48152

Service Pro Plumbing proposes to complete the following installation of (4) new sump pump discharge lines.

Price: \$38,550.00

Scope of work to include,

- Secure a plumbing permit from the City of Livonia for the installation of (4) sump pump discharge lines
- Provide Miss dig location request as well as private line location services prior to excavation.
- Install new SCH 40 PVC discharge piping as follows for each location.
- All work to be completed over 5 days M-F during normal business hrs 8am-5pm
- Site prep 1 day, Miss dig and private line locate.

Parsonage

- Excavate and install approximately 50LF of 3" sch 40 PVC pipe and fitting from the existing sump pump discharge to a lower elevation in the wooded area.
- Install 2'x2 area of rip rap @ the outlet of the piping
- Backfill to rough grade using existing soil.
- Top with a minimal of 1" topsoil.
- Place seed and straw erosion control.

Geer Store/D.U.R



- Geer-Excavate to install approximately 40LF of 3" SCH 40 PVC pipe and fitting from the existing sump pump discharge towards the south
- D.U.R-Excavate to install approximately 40LF of 3" SCH 40 PVC pipe and fitting to the east.
- Connect the new Geer and D.U.R discharge drains together and excavate and install approximately 70LF of 4" PVC pipe and fitting towards the existing road side ditch to the east.
- Install 2'x2 area of rip rap @ the outlet of the piping
- Backfill to rough grade using existing soil.
- Top with a minimal of 1" topsoil.
- Place seed and straw erosion control.

#### Hinbern

- Excavate in install approx 45LF of 3"sche 40 PVC pipe and fitting from the existing sump pump discharge to the existing road side ditch to the south.
- Install 2'x2 area of rip rap @ the outlet of the piping
- Backfill to rough grade using existing soil.
- Top with a minimal of 1" topsoil.
- Place seed and straw erosion control.

#### Alexander Blue House

- Grade the existing ditch from the new Geer discharge towards the south approximately 100LF to establish proper flow.

#### REFERENCES

- \* Ken Waddington, Senior Director of Facilities & Engineering Detroit Symphony Orchestra, 1-517-294-7023
- \* Dan Fader, Associate Director of Properties YMCA of Metro Detroit, 248-379-8374
- \* Rebecca Torsell, Director of Historic Preservation Edsel & Eleanor Ford House, 313-692-4104

**GRAND TOTAL            \$38,550.00**

#### Terms and Conditions

Authorization: I have the authority to order the work described above; and I hereby authorize ServicePro (SP) and/or PowerVac of Michigan (PV) to complete the proposed scope of work. I recognize that the plumbing/electrical/mechanical systems may be deteriorated thus rendered non-serviceable; and I agree to hold SP and/or PV blameless for any and all damages resulting from these conventional repairs. There is no warranty on any plumbing/electrical/mechanical installation or repair unless listed above. You must provide written notice of any defect or complaint; and allow SP and/or PV thirty days to cure. The parties hereby waive trial by jury and agree that any matter be resolved by binding arbitration. I agree that SP and/or PV will retain title to any equipment or material furnished until final and complete payment is made. I understand that any credit granted shall be paid promptly in accordance with terms, and the credit grantor may add one and one half percent (1.5%) per month to any balance owed. The debtor will pay reasonable collection charges and/or attorney fees in the event of default.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

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

Signature: \_\_\_\_\_

Tiger Pipe Services  
181 Riverside Dr.  
Detroit, MI, 48215  
313-645-3626  
TigerPipe.com

# *Tiger Pipe Services*

Detroit, Mi

Date: 2-3-2025  
To: City of Livonia  
ATTN: Emily Tchorz-Fielder  
From: Mike Hickey  
Project: Greenmead Historical Park - Sump Pump Discharge Line Replacement  
Estimate No: TP25-0032

## Proposal

### Scope of work:

#### **Hinbern House:**

Excavate and install (~50') 3" sch 40 pvc.  
Backfill with excavated soil.

#### **Geer Store & D.U.R.:**

Excavate and install (~60') 3" sch 40 pvc.  
Excavate and install (~100') 4" sch 40 pvc.  
Backfill with excavated soil.

#### **Parsonage:**

Excavate and install (~50') 3" sch 40 pvc.  
Backfill with excavated soil.

#### **Drainage Ditch:**

Roadway ditch to the east of the Bungalow shall be dug out approximately (100') up to the sidewalk of the Alexander Blue House. The ditch will be dug out with pitch to flow south and allow for proper drainage.

### **Assumptions, Clarifications & Exclusions:**

All piping installed to the local AHJ standards and codes.  
Permit fees included.  
Contractor responsible for site disposal.  
Contractor will contact MISS DIG.  
Contractor responsible for all equipment and personnel.  
Total work time: 2 weeks.

**Total: \$26,900.00**



Tiger Pipe Services  
181 Riverside Dr.  
Detroit, MI, 48215  
313-645-3626  
TigerPipe.com



### **Certifications:**

- Plumbing Contractor, State of Michigan, 8004483, Expiration Date 4/30/26
- Master Plumber, State of Michigan, 8113144, Expiration Date 4/30/26
- City of Detroit Plumbing Contractor Registration, LIC2021-01608, Expiration 4/30/26
- OSHA 30, 15-601232426
- EPA Lead Safe Certified Firm
- Asbestos Awareness Course
- General Liability, Selective Way Insurance Co, S2667699
- Workers Comp, The Hartford, 84WECBE5S5N
- FEIN, 87-3880435
- LARA, Articles of Organization, Tiger Pipe Services, LLC, 802624124
- Local 98, Plumber Industry Training Center (5 yr), Department of Labor Certified Apprenticeship
- DHB, DBB, DMSB, MBE, CWDB, CWIB (City Certifications – in application)
- SBA 8(a) HUBZONE (in application)

### **Experience:**

- City of Detroit – Basement Backup Protection Program BBPP Phase 1 and Phase 2
- City of Flint – Flint Service Line Replacement (FSLR)
- City of Novi – Splash Pad
- Detroit Police Department – Mt Elliott Tow Yard, Renovation
- Detroit Land Bank Authority (DLBA) - Bridging Neighborhoods Project
- Detroit Water & Sewerage Department (DWSD) – Water Service Line Replacement
- Marriott, Renaissance Center – Service and Maintenance
- Wayne Metro – WRAP Program

### **Plumbers:**

- Local 98 Detroit Plumbers signatory contractor.
- Mike Jantamrian – Master Plumber #8113144 /Plumbing Contractor #8004483
- Michael Hickey – Licensed Plumber #8224711
- Sean Wilke – Licensed Plumber #8226168
- Dave Maples – Operator/Licensed Plumber #8311498
- Jason Bachman – Operator/Licensed Plumber #8316195
- Jacob Klavinger – Operator/Licensed Plumber #8314133



## CONTRACT TERMS

**CHANGES TO THE WORK.** The Owner or local Code Official, without invalidating the contract, may order changes to the Work including, but not limited to, additions, deletions, or modifications. Changes to Work may be made as the work progresses. The Owner will pay all costs associated with change orders and will receive any cost reduction associated with the deletion and/or substitution of Work. The Owner will pay all costs that may occur necessary or if required by local Code Official to upgrade to current plumbing, heating or gas code for a safe and proper working system. Proposal is based on visible conditions and owner agrees that the price may vary due to non-visible plumbing conditions.

**CLARIFICATIONS.** This quotation assumes that all existing utilities are properly sized, in good mechanical condition, and have sufficient capacity to handle the new intended loads. Any infrastructure upgrades or existing utility relocations will be quoted and approved or performed at current time and material rates. This quotation includes assumptions for each scope of work. Actual field conditions may vary and will affect final pricing. Contractor will seek approval prior to proceeding with any additional work. Contractor is not responsible for security at the site, nor for replacement of services or materials affected by vandalism, theft, or other conditions beyond our control.

**COMPLETION.** Contractor will complete the Work in the Proposal and any change orders as quickly as practicable. Owner agrees, however, that Contractor shall not be responsible for any damages to the Owner, either direct or incidental, arising from any delays in completing the Work before any date discussed between Owner and Contractor unless explicitly agreed to in writing between Contractor and Owner. Work dates are subject to change due to unforeseen circumstances, weather conditions, and will be rescheduled in a timely manner.

**PERMIT FEES.** Permit fees are not included, unless otherwise noted in Proposal, and will be at an additional cost which owner agrees to pay.

**TERMINATION.** Contractor may terminate the contract either for cause, arising from the Owner's inability or refusal to pay invoices on a timely basis, or alter-natively, from Owner's failure to agree to a change order arising from differing site conditions identified after commencing the Work that make the contemplated Work impractical or impossible to perform. The Owner may terminate the contract prior to completion of the Work but shall pay Contractor for completed Work that has not been paid. The Owner shall pay Contractor for materials purchased specifically for this Proposal.

**WARRANTY.** Contractor warrants that work shall be performed in a professional and workman like manner, consistent with the standards for professional plumbing work in the State of Michigan. All work described in proposal is warranted for a one-year period. Contractor warrants that it will use materials designed for their application and will install same in compliance with manufacturer specifications. However, Contractor does not manufacture plumbing fixtures and materials and cannot warrant same for design, manufacturing or latent defects. The Parties agree that this is a contract for services. Owner is entitled to the manufacturer's warranties for products used in completion of this contract but understands that Contractor does not guarantee or warrantee these products. TO THE EXTENT ALLOWED UNDER MICHIGAN LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES, BEYOND THOSE PROVIDED IN THIS PARAGRAPH.

**ENTIRE AGREEMENT.** There are no promises, terms, conditions, or obligations other than those contained within the Proposal, or the Contract Terms and Conditions. This contract supersedes all prior communications, representations, or agreements, either verbal or written, between the parties hereto, and this agreement may not be amended except in writing, other than the scope of Work as described above.





**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

11.     **AWARD OF BID:** Department of Public Works, re: for Ready-Mix Concrete for the City's 2025 calendar year requirements, from budgeted funds.

Doug Moore, Assistant Director of DPW, presented the item to Council. Mr. Moore indicated the next three (3) requests are to supply materials are for the Roads Maintenance Section and have been sent out to bid. For the ready-mix concrete, Mr. Moore stated there were two bids received and if one bidder cannot supply the materials the alternative company will. Mr. Moore stated this program is for catch basin repairs, small street slabs and sidewalk.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW

February 5, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

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

### AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for Ready-Mix Concrete for the City's 2025 calendar year requirements, from budgeted funds.

### BACKGROUND DETAILS

The Department of Public Works has taken bids for Ready-Mix Concrete in accordance with the requirements of the Finance Ordinance and the 2024-2025 approved budget for the Road Maintenance Section. Specifications were prepared by the Department and bid invitations were placed on BidNet. Two companies submitted proposals which were opened at 2:00 p.m. on Tuesday, January 4, 2025.

Attached is the "Tabulation of Bids for Ready-Mix Concrete".

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

The Department is recommending awarding the bid for ready-mix concrete at the unit prices bid for the period from January 1, 2025 to December 31, 2025 to Piedmont Concrete, 29934 Eight Mile, Farmington Hills, MI 48336, and listing Messina Concrete, 600 Junction Street, Plymouth, MI 48170 as the secondary supplier in the event the primary supplier is unable to provide the product in a timely fashion.

### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Sufficient funds are budgeted in accounts no. 101-463-782-000 and 592-559-787-060 in the estimated total amount of \$50,000.

### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$50,000.00

### DETAILED WORK BEING PERFORMED

Purchase of concrete as needed.

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

\$50,000.00

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

Lowest bid selected

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

**ATTACHMENTS**

1. Ready Mix 2025 BID TAB
2. Ready Mix 2025 - Messina Bid
3. Ready Mix 2025 - Piedmont

**APPROVED BY**



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

Date: February 06, 2025



Don Rohraff, Director of Public Works

Date: February 06, 2025



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 07, 2025



Maureen Miller Brosnan, Mayor

Date: February 14, 2025

**BID OPENING**  
**Ready Mix Concrete Bid**

**BID DUE DATE 2/4/2025**

|                                                                               |                                                                                      |                                         |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------|
| VENDOR NAME                                                                   | Piedmont Concrete, Inc. (Hand delivered to Clerk's office prior to bid closing time) | Messina Concrete                        |
| CITY/STATE                                                                    | 29934 W. 8 mile, Farmington Hills, MI                                                | 600 Junction Street, Plymouth, MI 48170 |
|                                                                               |                                                                                      |                                         |
| P1 CONCRETE MIX – 200 CUBIC YARDS                                             | \$33,700                                                                             | \$33,400.00                             |
| HE WITH MID-RANGE WATER REDUCER + NON-CHOLORIDE ACCELERATOR – 100 CUBIC YARDS | \$17,500                                                                             | \$17,700.00                             |
| GRAND TOTAL                                                                   | \$50,850                                                                             | \$51,100.00                             |

**CITY REPRESENTATIVES:** JANET DOUGLAS, OFFICE OF THE CITY CLERK

GUS KANDAH, PURCHASING MANAGER

FORM OF PROPOSAL

READY MIX CONCRETE

Honorable Members of the Council  
33000 Civic Center Drive  
Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

Furnish Ready Mix Concrete in accordance with requirements listed below.

COMPANY NAME: MESSINA CONCRETE

| ITEM | MATERIALS TO BE FURNISHED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EST. QTY.       | UNIT PRICE       | TOTAL AMOUNT     |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|------------------|
| 1    | P1 Concrete Mix. (150 cuyd estimated qty) All readymix concrete shall conform to meet the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction". The coarse aggregate used in the concrete must be 6AA aggregate meeting the grading and physical requirements of Section 902 of the 2003 MDOT Standard Specifications for Construction. No flyash will be allowed in any concrete mix. The minimum 28 day compressive strength of all concrete shall be 3500 psi. Concrete utilized under this specification shall be Grade P1 meeting the requirements of Section 601 of the 2003 MDOT Specifications for Construction. Brand Preference: All Brands are Acceptable                                                                                                    | 200 Cubic Yards | \$ <u>167-</u>   | \$ <u>33,400</u> |
| 2    | HE with mid-range water reducer and non-chloride accelerator. (100 cuyd est qty) All readymix concrete shall conform to meet the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction". The coarse aggregate used in the concrete must be 6AA aggregate meeting the grading and physical requirements of Section 902 of the 2003 MDOT Standard Specifications for Construction. No flash will be allowed in any concrete mix. The minimum 28 day compressive strength of all concrete shall be 3500 psi. Concrete utilized under this specification shall be Grade HE meeting the requirements of Section 601 of the 2003 MDOT Specifications for Construction, however Grade HE must include a mid-range water reducer and a non-chloride accelerator may be requested. | 100 Cubic Yards | \$ <u>177</u>    | \$ <u>17,700</u> |
| 3    | GRAND TOTAL (ITEMS 1-2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | \$ <u>51,100</u> |                  |

All unit prices shall be firm for the period January 1, 2025 - December 31, 2025.



Form of Proposal for Ready Mix Concrete

- Indicate mileage between asphalt manufacturing plant and the Farmington Road exit of I-96: 8 miles
- Hours & Days of Operation: M-F 7AM-5pm SATURDAY 7-12 noon
- Address of Mfg Plant 600 JUNCTION ST. PLYMOUTH MI 48170

State maximum time required for delivery F.O.B. Livonia, unless otherwise stated, and/or installation after order: — days. Payment Terms are net 30 days.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this bid may not be withdrawn for ninety (90) days from the opening thereof.

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251 P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name MESSINA CONCRETE Date 1/20/25  
(If corporation, partnership, or assumed name)

Address 600 JUNCTION ST Signature John M. Werner  
(Person executing bid and official capacity)

City/State/Zip Plymouth MI 48170 Phone 313-215-1873 FAX —

JOHN M. WERNER  
(Names of principal officers and designate official capacity) (If partnership or assumed name, indicate names of owners)

**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:**

NAME: JOHN M. WERNER TITLE: SALTS MANAGER

PHONE: 313-215-1873 EMAIL: johnw@messinaconcrete.com

*Form of Proposal for Ready Mix Concrete*

**Bid submission shall include the following documents in the order listed below. It is not necessary to return copies of any other pages from the bid document. It is only necessary to return the pages listed below with your bid response.**

- ☒ Form of Proposal (FP1-FP6)
- ☒ Statement of Qualifications
- ☒ Certification of Compliance
- ☒ References

**PROVIDE PRICING ON CITY OF LIVONIA FORMS INCLUDED WITH BID DOCUMENTS.**

FP-3

**STATEMENT OF QUALIFICATIONS**  
**READY MIX CONCRETE**

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

Company Name: MESSINA CONCRETE

Address: 600 JUNCTION ST.

Contact Person: JOHN WIERNER Title: SALES MANAGER

Phone No. 313-25-1873 Email: johnw@messinaconcrete.com

1. Number of years operating under you present name: 54
2. Number of years present owners have owned the company: 54
3. How many years of experience does your company have providing ready mix concrete?  
54
4. List municipalities who the bidder has serviced in the past five (5) years to present:

| Name of Municipality    | Term of Service |
|-------------------------|-----------------|
| <u>CITY OF PLYMOUTH</u> | <u>CURRENT</u>  |
| <u>CITY OF LIVONIA</u>  |                 |
|                         |                 |

5. General nature of work performed by your company:  
DELIVER READY MIX CONCRETE / AGGREGATES

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

| Year of Service | Department Served | Description of Services Provided |
|-----------------|-------------------|----------------------------------|
| <u>10</u>       | <u>DPW / CITY</u> | <u>concrete for roads</u>        |
|                 |                   |                                  |
|                 |                   |                                  |

COMPANY NAME: messina concrete



7. List the members of the team who will oversee the contract and the roles they will perform.

| Name          | Title          | Role                | Years of Experience |
|---------------|----------------|---------------------|---------------------|
| JOHN WERNER   | SALT MANAGER   | SALT MANAGER        | 38                  |
| VINCE MESSINA | OWNER          | OWNER               | 45                  |
| DAVID STRAFER | VP             | QUALITY CONTROL     |                     |
| CHEN LAMAU    | PLANT OPERATOR | DISPATCH + DELIVERY | 6                   |

8. What challenges to you foresee?

NONE

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

SEE ADDITIONAL PRICE LIST FOR  
PRODUCTS + SERVICE

10. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: 734-454-0200

24-Hour Phone No.: 313-215-1823 - JOHN WERNER  
248-910-4922 - CHEN LAMAU

11. Hours of Operation

| DAYS            | BUSINESS HOURS |
|-----------------|----------------|
| Monday – Friday | 7 AM – 5 PM    |
| Saturday        | 7 AM – 12 PM   |
| Sunday          | CLOSED         |
| Holidays        | CLOSED         |

Open 12 HOURS ADDITIONAL COST

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

| DESCRIPTION              | FEE |
|--------------------------|-----|
| SEE ATTACHED PRICE SHEET |     |
|                          |     |
|                          |     |
|                          |     |

COMPANY NAME:

MESSINA CONCRETE

# REFERENCES

## READY MIX CONCRETE

COMPANY NAME: MESSINA CONCRETE

|                                                                                                               |        |
|---------------------------------------------------------------------------------------------------------------|--------|
| Reference Company Name: <u>Hard rock concrete</u>                                                             |        |
| City/State: <u>Westland MI</u>                                                                                |        |
| Summary of Work Performed:<br><u>Supplied concrete for road replacement in Livonia, Woodhaven, Allen Park</u> |        |
| Dates of Work: <u>2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017</u>                                          |        |
| Company Contact Person: <u>Tony Grimaldi</u>                                                                  | Title: |
| Phone Number: <u>734-564-3366</u>                                                                             | Email: |

|                                                                               |                         |
|-------------------------------------------------------------------------------|-------------------------|
| Reference Company Name: <u>Cipparone Contracting</u>                          |                         |
| City/State: <u>Southfield MI</u>                                              |                         |
| Summary of Work Performed:<br><u>Concrete patches for street improvements</u> |                         |
| Dates of Work: <u>2024, 2023, 2022, 2021</u>                                  |                         |
| Company Contact Person: <u>Mrs Hallerman</u>                                  | Title: <u>Estimator</u> |
| Phone Number: <u>810.499.8009</u>                                             | Email:                  |

|                                                                            |                               |
|----------------------------------------------------------------------------|-------------------------------|
| Reference Company Name: <u>Gm &amp; Sons</u>                               |                               |
| City/State: <u>Wixom MI</u>                                                |                               |
| Summary of Work Performed:<br><u>Concrete for MDOT &amp; city projects</u> |                               |
| Dates of Work: <u>2012, 2013, 2014, 2015, 2016, 2017, 2018-2024</u>        |                               |
| Company Contact Person: <u>Sean Morrissey</u>                              | Title: <u>V.P.</u>            |
| Phone Number: <u>248.798.8646</u>                                          | Email: <u>sean@gmsons.com</u> |

**CERTIFICATION OF COMPLIANCE**

**CITY OF LIVONIA SPECIFICATIONS  
for  
READY MIX CONCRETE**

City of Livonia  
Livonia, Michigan 48154

Gentlemen:

I, JOHN M. WERNER, SALT MANAGER  
(Name) (Title)  
an authorized representative of MESSINA CONCRETE  
(Company)  
do hereby certify to the City of Livonia that the bid amount of \$ 51,100  
for READY MIX CONCRETE 2025  
CITY OF LIVONIA

☒ Meets or exceeds all requirements in the City's specifications.  
☐ Meets or exceeds all requirements in the City's specifications with the following noted exceptions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Does not comply with the City's specifications (see detailed explanation attached).  
☐ A copy of the above-referenced specifications is attached.

Very truly yours,

1/28/25 MESSINA CONCRETE  
(Date) (Company)  
313-215-1873 [Signature]  
(Phone Number) (Signature)

NOTE: This certification is a part of the bidding documents and must accompany bidder's proposal and any other information useful to the City in determining satisfactory compliance.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2025

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<br>DAVE MENSCH<br>990 DECKER ROAD<br>WALLED LAKE, MI<br>48390 | CONTACT NAME: DAVE MENSCH<br>PHONE (A/C, No, Ext): 248-926-0660 FAX (A/C, No): 248-926-0663<br>E-MAIL ADDRESS: DMENSCH@FBINSMI.COM |
| INSURED<br>MESSINA CONCRETE INC<br>PO BOX 6448<br>PLYMOUTH, MI 48170   | INSURER(S) AFFORDING COVERAGE<br>INSURER A: FARM BUREAU<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | CPP-3053616   | 07/01/2024              | 07/01/2025              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br>ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                              |                    | BAP-3053614   | 07/01/2024              | 07/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                        |                    | CU-11289096   | 07/01/2024              | 07/01/2025              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$                                                                                                                                                                                             |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                              | Y/N<br>Y           | WCC-3053613   | 07/01/2024              | 07/01/2025              | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

We will endeavor to mail written notice of cancellation at least ten (10) days before the date of cancellation if we cancel for non-payment of premium, thirty (30) days before the cancellation date if we cancel for any other reason as provided in policy language. Coverage extended to the scheduled additional insured, as afforded in the Comprehensive General Liability coverage, is provided on a primary, noncontributory, or excess basis only as defined in the policy language. Coverage afforded in the Comprehensive General Liability coverage is provided for a contractual hold harmless and indemnity clause, only as defined in the policy language. The City of Romulus and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.

## CERTIFICATE HOLDER

## 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





"ALL ROADS LEAD TO MESSINA"

## 2025 City of Livonia

Additional Product and Charges Pricelist

### MINIMUM LOAD CHARGES

|                      |           |                      |           |
|----------------------|-----------|----------------------|-----------|
| 2 - 2.75 Cubic Yards | \$ 120.00 | 5 - 5.75 Cubic Yards | \$ 120.00 |
| 3 - 3.75 Cubic Yards | \$ 120.00 |                      |           |
| 4 - 4.75 Cubic Yards | \$ 120.00 |                      |           |

### ADDITIONAL SERVICE CHARGES

|                                                          |                            |
|----------------------------------------------------------|----------------------------|
| Saturday Delivery Charge loads between 7:00 AM – 12 Noon | ADD \$ 8.00 per cubic yard |
| Split Load (Per extra stop)                              | \$ 50.00                   |
| Fuel Surcharge                                           | \$ 15.00 / load            |
| Environmental Fee                                        | \$ 30.00 / load            |

### REINFORCEMENT PRODUCTS

|                             |               |
|-----------------------------|---------------|
| 1/2" x 10' (#4) Rebar       | \$ 8.00 Each  |
| 1/2" x 20' (#4) Rebar       | \$ 14.00 Each |
| Commercial Poly Fiber 1.5#  | \$ 8.50 /yd   |
| Residential Poly Fiber 1.0# | \$ 8.50 /yd   |

### ADMIXTURES

|                         |                     |
|-------------------------|---------------------|
| 1% Calcium Chloride     | \$ 2.75 /yd         |
| 2% Calcium Chloride     | \$ 5.50 /yd         |
| 1% Non-Calcium Chloride | \$ 7.50 /yd         |
| Accel.                  |                     |
| Mid-Range Water Reducer | \$ 5.00 /yd         |
| Superplasticizer        | Quoted Upon Request |
| Retarder                | \$ 5.00 /vd         |

### WINTER SERVICE CHARGES

NOVEMBER 15<sup>TH</sup> THRU April 15<sup>th</sup>  
\$8.00 Per Cubic Yard

**FORM OF PROPOSAL**

RECEIVED  
OFFICE OF THE CITY CLERK

**READY MIX CONCRETE**

RECEIVED  
OFFICE OF THE CITY CLERK

Honorable Members of the Council  
33000 Civic Center Drive  
Livonia, Michigan 48154

2025 JAN 25 PM 12:53

Feb 4th  
Lydia Taylor

Dear Council Members:

The undersigned, as bidder, declares that they have familiarized themselves with the type of material desired and have carefully examined the specifications and instructions to bidders, which they understand and accept as sufficient for the purpose and agree they will furnish to the City of Livonia the specified items and will accept in full payment therefore the following amounts:

*Furnish Ready Mix Concrete in accordance with requirements listed below.*

COMPANY NAME: Piedmont Concrete, INC

| ITEM | MATERIALS TO BE FURNISHED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | EST. QTY.             | UNIT PRICE   | TOTAL AMOUNT |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|--------------|
| 1    | P1 Concrete Mix. (150 cuyd estimated qty) All readymix concrete shall conform to meet the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction". The coarse aggregate used in the concrete must be 6AA aggregate meeting the grading and physical requirements of Section 902 of the 2003 MDOT Standard Specifications for Construction. No flyash will be allowed in any concrete mix. The minimum 28 day compressive strength of all concrete shall be 3500 psi. Concrete utilized under this specification shall be Grade P1 meeting the requirements of Section 601 of the 2003 MDOT Specifications for Construction. Brand Preference: All Brands are Acceptable                                                                                                    | 200<br>Cubic<br>Yards | \$ 168.50    | \$ 33,700.00 |
| 2    | HE with mid-range water reducer and non-chloride accelerator. (100 cuyd est qty) All readymix concrete shall conform to meet the most current edition of the Michigan Department of Transportation's "Standard Specifications for Construction". The coarse aggregate used in the concrete must be 6AA aggregate meeting the grading and physical requirements of Section 902 of the 2003 MDOT Standard Specifications for Construction. No flash will be allowed in any concrete mix. The minimum 28 day compressive strength of all concrete shall be 3500 psi. Concrete utilized under this specification shall be Grade HE meeting the requirements of Section 601 of the 2003 MDOT Specifications for Construction, however Grade HE must include a mid-range water reducer and a non-chloride accelerator may be requested. | 100<br>Cubic<br>Yards | \$ 171.50    | \$ 17,150.00 |
| 3    | <b>GRAND TOTAL (ITEMS 1-2)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                       | \$ 50,850.00 |              |

All unit prices shall be firm for the period January 1, 2025 - December 31, 2025.

*Form of Proposal for Ready Mix Concrete*

- Indicate mileage between asphalt manufacturing plant and the Farmington Road exit of I-96: 4.5 miles
- Hours & Days of Operation: 6:00 am - 6:00 pm approx.
- Address of Mfg Plant 29934 W. 8 Mile Road, Farmington Hills, MI

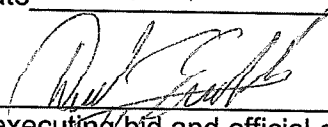
State maximum time required for delivery F.O.B. Livonia, unless otherwise stated, and/or installation after order: 1 day often same days. Payment Terms are net 30 days.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this bid may not be withdrawn for ninety (90) days from the opening thereof.

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251 P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name Piedmont Concrete, Inc Date 1/30/25  
(If corporation, partnership, or assumed name)

Address 29934 W. 8 Mile Signature   
(Person executing bid and official capacity)

City/State/Zip Farmington hills, MI Phone (248) 474-7740 FAX (248) 474-1209

48336  
David C. Guidobono (President) Anthony Guidobono (V.P.)  
(Names of principal officers and designate (If partnership or assumed name, indicate  
official capacity) names of owners)

**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE  
SHOULD BE DIRECTED:**

NAME: David C. Guidobono TITLE: President

PHONE: (248) 474-7740 EMAIL: guidobono@charter.net

**STATEMENT OF QUALIFICATIONS**  
**READY MIX CONCRETE**

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

Company Name: Piedmont Concrete, Inc

Address 29934 W. 8 Mile, Farmington Hills, MI 48336

Contact Person: David C. Guidobono Title President

Phone No. (248) 474-7740 Email guidobono@charter.net

1. Number of years operating under you present name: Since 1958 for 67 years

2. Number of years present owners have owned the company: Same

3. How many years of experience does your company have providing ready mix concrete?  
67 years

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

| Name of Municipality             | Term of Service |
|----------------------------------|-----------------|
| <u>Farmington Hills, city of</u> |                 |
| <u>Livonia, city of</u>          |                 |
| <u>Huntinton Woods, city of</u>  |                 |

5. General nature of work performed by your company:

Supplier of ready mix concrete and related supply

6. 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 |
|---------------------------|--------------------------|----------------------------------|
| <u>Many</u>               | <u>Road and sidewalk</u> | <u>Ready-mix concrete</u>        |
| <u>won 2022, 2023 Bid</u> |                          |                                  |

COMPANY NAME: Piedmont Concrete, Inc.



7. List the members of the team who will oversee the contract and the roles they will perform.

| Name                   | Title | Role                | Years of Experience |
|------------------------|-------|---------------------|---------------------|
| David Guidobono        |       | President Gen. Ops. | 37 years            |
| Anthony Guidobono V.P. |       | General Operations  | 34 years            |
|                        |       |                     |                     |
|                        |       |                     |                     |

8. What challenges to you foresee?

None

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

Ready-mix concrete, extras might include winter services, cartage, fiber expansion joint, accessories.

10. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: (248) 474-7740

24-Hour Phone No.: (248) 302-4512

11. Hours of Operation

| DAYS            | BUSINESS HOURS   |
|-----------------|------------------|
| Monday – Friday | 6:00am-6:00pm    |
| Saturday        | 6:00 am- 12 noon |
| Sunday          | Special request  |
| Holidays        | Special Request  |

S

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

| DESCRIPTION     | FEE               |
|-----------------|-------------------|
| Winter service  | \$14.00/yard      |
| Fibermest       | \$7.00-9.00/yard  |
| Accelerator     | \$3.50- \$6.00/1% |
| Expansion Joint | T.B.D. on size    |

COMPANY NAME: Piedmont Concrete, Inc.



## REFERENCES

### READY MIX CONCRETE

COMPANY NAME: Piedmont Concrete, Inc

|                                                      |        |
|------------------------------------------------------|--------|
| Reference Company Name:                              |        |
| City/State: City Of Farmington Hills, MI             |        |
| Summary of Work Performed:<br><br>Ready mix concrete |        |
| Dates of Work:                                       |        |
| Company Contact Person:<br>Brain                     | Title: |
| Phone Number: (248) 237-8565                         | Email: |

|                                                      |        |
|------------------------------------------------------|--------|
| Reference Company Name:                              |        |
| City/State: City of Huntington Woods                 |        |
| Summary of Work Performed:<br><br>Ready mix concrete |        |
| Dates of Work:                                       |        |
| Company Contact Person:                              | Title: |
| Phone Number: Brian                                  | Email: |
| (248) 925-6765                                       |        |

|                                                      |        |
|------------------------------------------------------|--------|
| Reference Company Name:                              |        |
| City/State: Merlo Construction, Co.                  |        |
| Summary of Work Performed:<br><br>Ready mix concrete |        |
| Dates of Work:                                       |        |
| Company Contact Person:                              | Title: |
| Phone Number: Ray Merlo                              | Email: |
| (248) 640-2144                                       |        |

From: Kelly Atkinson [katkinson@vtcins.com](mailto:katkinson@vtcins.com)  
Subject: 2024-25 Secura Dec page  
Date: Jan 30, 2025 at 14:40:00  
To: [guidobono@charter.net](mailto:guidobono@charter.net)

Hi Dave,

Attached, please find the declarations page as requested.

Let me know if there is anything else you need! 😊

Thank you.



Kelly Atkinson  
Commercial Lines Account Manager

VTC Insurance Group  
1175 West Long Lake Road, Suite 200, Troy, MI 48098  
P: 248-471-9921 | F: 248-828-3741

[Website](#) | [Facebook](#) | [LinkedIn](#) | [Send a Secure Email](#)

HOME/AUTO QUOTE ➔

CONFIDENTIALITY NOTICE: The information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately.



PO Box 819  
Appleton, WI 54912-0819  
(920) 739-3161

SECURA Insurance Company  
**COMMERCIAL PROTECTION POLICY**  
**Common Policy**  
RENEWAL DECLARATIONS

POLICY NO. 20-CP-003222721-14

RENEWAL OF 80-CP-003222721-13

ACCOUNT NUMBER: 7291197

NAMED INSURED AND MAILING ADDRESS

PIEDMONT CONCRETE INC

AGENCY AND MAILING ADDRESS

VTC INSURANCE GRP

210806

29934 W 8 MILE RD  
FARMINGTON HILLS, MI 48336

#200  
1175 W LONG LAKE  
TROY, MI 48098  
(248) 828-3377

**POLICY PERIOD:** FROM 05/02/2024 TO 05/02/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Michigan** - This policy is exempt from the filing requirements of the Michigan insurance code (MCL 500.2236).

**THE NAMED INSURED IS:** Corporation

**BUSINESS DESCRIPTION:** Concrete - mixed in transit

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT**

|                                | PREMIUM        |
|--------------------------------|----------------|
| COMMERCIAL PROPERTY            | \$ 6,710       |
| COMMERCIAL GENERAL LIABILITY   | \$ 5,022       |
| COMMERCIAL CRIME AND FIDELITY  | \$ 100         |
| COMMERCIAL INLAND MARINE       | \$ 1,686       |
| EMPLOYMENT PRACTICES LIABILITY | \$ Not Covered |
| CYBER SECURITY                 | \$ Not Covered |
| ESTIMATED POLICY PREMIUM       | \$ 13,518      |
| ESTIMATED POLICY TOTAL         | \$ 13,518.00   |

This is not a bill - Invoice to follow.  
Total premium is payable in monthly installments.

Page 1 of 2

ILD 0003 2004

05-15-24

ch03680

1500DM

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

12. AWARD OF BID: Public Works Division, re: for Aggregates (road gravel, slag and stone) for the City's 2025 calendar year requirements, from budgeted funds.

Doug Moore, Assistant Director of DPW, presented the item to Council. Mr. Moore indicated this is for aggregates supplies and six (6) companies submitted responses to the bid. Mr. Moore stated they are recommending going with the lowest bidder, and the second lowest price will be the back-up in case they cannot get the materials from the first.

Councilmember Toy commended DPW and their team for doing an excellent job for snow plowing with the storms this year. Mr. Moore stated he will let his team know.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW  
February 13, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

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

### AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for Aggregates (road gravel, slag and stone) for the City's 2025 calendar year requirements, from budgeted funds.

### BACKGROUND DETAILS

The Department of Public Works has taken bids for aggregates – road gravel, slag and stone in accordance with the requirements of the Finance Ordinance and the 2024-2025 approved budget for the Road Maintenance Section (Account No. 101-463-782-000). Specifications were prepared and bid invitations were placed on BidNet. Six companies submitted Proposals which were opened at 2:00 p.m. on Tuesday, February 11, 2025.

Attached is the "Tabulation of Bids for Aggregates – Road Gravel, Slag and Stone". The Department, as in the past, recommends awarding each individual aggregate to the lowest bidder, with the second-lowest bidder becoming the alternate supplier. Prices of the material are shipped Direct-to-Yard (DTY) – the City's Glendale bulk storage facility.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

That having considered the report and recommendation of the Assistant Director of Public Works, dated February 13, 2025, the Council does hereby accept the following low bids which meet specifications for supplying the Department of Public Works (Road Maintenance Section) with **aggregate** materials specified at the unit prices bid for the 2025 calendar year requirements. In the event the winning bidder cannot provide a specified product, the Alternate provider will be used.

| Aggregates - Road Gravel, Slag and Stone     | Lowest    | \$/Ton  | Alternate | \$/Ton  |
|----------------------------------------------|-----------|---------|-----------|---------|
| MDOT - 21AA - Limestone - DTY                | Osburn    | \$22.50 | Farmer    | \$23.55 |
| MDOT - 6A Limestone                          | Messina   | \$24.00 | Farmer    | \$27.25 |
| MDOT - 22A - DTY                             | Ellsworth | \$22.60 | Osburn    | \$23.00 |
| WCDPS - 30A (Blast Furnace Slag) - DTY       | Ellsworth | \$38.50 | Edw Levy  | \$39.80 |
| MDOT - Class I - DTY                         | Messina   | \$15.00 | Ellsworth | \$16.50 |
| MDOT - Class II - DTY                        | Edw Levy  | \$11.40 | Osburn    | \$12.00 |
| MDOT - 2NS - Natural Sand - DTY              | Edw Levy  | \$17.65 | Messina   | \$20.00 |
| MDOT - 2MS-Mortar Sand - DTY                 | Farmer    | \$17.00 | Edw Levy  | \$18.40 |
| MDOT - 60-40 Washed - Conc. Aggregates - DTY | Edw Levy  | \$26.50 | Farmer    | \$28.00 |
| 1" to 3" Crushed Concrete - DTY              | Env Waste | \$20.05 | Farmer    | \$26.65 |
| MDOT - 6A Natural Stone - DTY                | Farmer    | \$26.00 | Messina   | \$27.00 |
| MDOT - 5G                                    | Edw Levy  | \$23.55 | Farmer    | \$26.20 |
| Ag-Lime - "Parks"                            | Farmer    | \$25.40 | Messina   | \$27.15 |

**SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)**

Budgeted funds are available in the amount of \$140,000 in account no. 101-463-782-000

**CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)**

Varies by awarded Vendor

**DETAILED WORK BEING PERFORMED**

Purchase of aggregates for DPW use

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

\$140,000 annual

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

Lowest prices by line item accepted, with second lowest selected as the "alternate" supplier when necessary.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): not waived

**ATTACHMENTS**

1. S022425 LTC 2025 Aggregates
2. 2025 AGGREGATES BID\_FEBRUARY 11 2025

**APPROVED BY**



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

Date: February 17, 2025



Don Rohraff, Director of Public Works

Date: February 18, 2025



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 18, 2025



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

Date: February 20, 2025

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Maureen Miller Brosnan, Mayor

**2025 Aggregates Bid – February 11, 2025**

| Vendor Name                                     |                        | Edw. C. Levy Co.                   | Ellsworth Industries                     | Environmental Waste Services        | Farmer & Underwood                         | Messina Concrete                       | Osburn Industries, Inc.            |
|-------------------------------------------------|------------------------|------------------------------------|------------------------------------------|-------------------------------------|--------------------------------------------|----------------------------------------|------------------------------------|
| Address                                         |                        | 8800 Dix Avenue, Detroit, MI 48209 | 41960 Ann Arbor Road, Plymouth, MI 48170 | 3500 Giddings Road, Orion, MI 48188 | 7401 Rawsonville Rd., Belleville, MI 48111 | 600Junction Street, Plymouth, MI 48170 | 5850 Pardee Road, Taylor, MI 48180 |
| <b>Aggregates – Road Gravel, Slag and Stone</b> | <b>Est. Qty (Tons)</b> | <b>Unit price per Ton</b>          | <b>Unit price per Ton</b>                | <b>Unit price per Ton</b>           | <b>Unit price per Ton</b>                  | <b>Unit price per Ton</b>              | <b>Unit price per Ton</b>          |
| MDOT – 21AA – Limestone – DTY                   | 3000                   | \$24.50                            | \$27.50                                  | \$26.83                             | \$23.55                                    | \$24.00                                | \$22.50                            |
| MDOT – 6A Limestone                             | 600                    | \$29.70                            | \$29.00                                  | \$31.14                             | \$27.25                                    | \$24.00                                | \$30.00                            |
| MDOT – 22A – DTY                                | 600                    | No Bid                             | \$22.60                                  | \$28.26                             | \$24.75                                    | \$27.00                                | \$23.00                            |
| WCDPS – 30A (Blast Furnance Slag) – DTY         | 300                    | \$39.80                            | \$38.50                                  | \$46.62                             | \$44.50                                    | No Bid                                 | \$41.00                            |
| MDOT – Classs I – DTY                           | 400                    | \$26.50                            | \$16.50                                  | No Bid                              | \$27.25                                    | \$15.00                                | No Bid                             |
| MDOT – Class II – DTY                           | 4000                   | \$11.40                            | \$16.50                                  | \$14.50                             | \$12.65                                    | \$15.00                                | \$12.00                            |
| MDOT – 2NS – Natural Sand – DTY                 | 100                    | \$17.65                            | \$23.50                                  | \$21.08                             | \$20.40                                    | \$20.00                                | \$22.00                            |
| MDOT – 2MS-Mortar Sand – DTY                    | 100                    | \$18.40                            | \$18.50                                  | \$21.08                             | \$17.00                                    | \$41.00                                | No Bid                             |
| MDOT – 60-40 Washed – Conc. Aggregates – DTY    | 200                    | \$26.50                            | \$34.50                                  | \$34.88                             | \$28.00                                    | No Bid                                 | \$37.00                            |
| 1" to 3" Crushed Concrete – DTY                 | 500                    | No Bid                             | \$23.75                                  | \$20.05                             | \$20.65                                    | No Bid                                 | \$21.50                            |
| MDOT – 6A Natural Stone – DTY                   | 500                    | \$28.85                            | \$29.75                                  | \$40.05                             | \$26.00                                    | \$27.00                                | \$27.00                            |
| MDOT – 5G                                       | 600                    | \$23.55                            | \$29.50                                  | No Bid                              | \$26.20                                    | No Bid                                 | No Bid                             |
| Ag-Lime – "Parks"                               | 200                    | No Bid                             | \$29.75                                  | \$29.70                             | \$25.40                                    | \$27.15                                | \$39.00                            |

GREEN = Lowest Price

YELLOW = Alternate (2nd lowest)

**CITY REPRESENTATIVES:**

Doris DeMarco, Office of the City Clerk Gus Kandah, Purchasing Manager

# 2025 BID TAB – AGGREGATES

11-Feb-25

| Aggregates – Road Gravel, Slag and Stone     | Lowest    | \$/Ton   | Alternate | \$/Ton   |
|----------------------------------------------|-----------|----------|-----------|----------|
| MDOT – 21AA – Limestone – DTY                | Osburn    | \$ 22.50 | Farmer    | \$ 23.55 |
| MDOT – 6A Limestone                          | Messina   | \$ 24.00 | Farmer    | \$ 27.25 |
| MDOT – 22A – DTY                             | Ellsworth | \$ 22.60 | Osburn    | \$ 23.00 |
| WCDPS – 30A (Blast Furnance Slag) – DTY      | Ellsworth | \$ 38.50 | Edw Levy  | \$ 39.80 |
| MDOT – Classs I – DTY                        | Messina   | \$ 15.00 | Ellsworth | \$ 16.50 |
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| MDOT – 2NS – Natural Sand – DTY              | Edw Levy  | \$ 17.65 | Messina   | \$ 20.00 |
| MDOT – 2MS-Mortar Sand – DTY                 | Farmer    | \$ 17.00 | Edw Levy  | \$ 18.40 |
| MDOT – 60-40 Washed – Conc. Aggregates – DTY | Edw Levy  | \$ 26.50 | Farmer    | \$ 28.00 |
| 1" to 3" Crushed Concrete – DTY              | Env Waste | \$ 20.05 | Farmer    | \$ 26.65 |
| MDOT – 6A Natural Stone – DTY                | Farmer    | \$ 26.00 | Messina   | \$ 27.00 |
| MDOT – 5G                                    | Edw Levy  | \$ 23.55 | Farmer    | \$ 26.20 |
| Ag-Lime – "Parks"                            | Farmer    | \$ 25.40 | Messina   | \$ 27.15 |

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

13. AWARD OF BID: Department of Public Works, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the 2025 calendar year.

Doug Moore, Assistant Director of DPW, presented the item to Council. Mr. Moore indicated this is for bituminous products, used for hot mix asphalt and cold patch. Mr. Moore stated the matter went out to bid on February 11<sup>th</sup> and the recommendation is to award the contract to the lowest bidder, with the back-up being awarded to the second lowest bidder.

DIRECTION:

APPROVING

CONSENT



## LETTER TO THE LIVONIA CITY COUNCIL

13.

DPW

February 14, 2025

### MEETING DATE

S101623/R110123

### PRESENTED BY

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

### AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the 2025 calendar year, from budgeted funds.

### BACKGROUND DETAILS

The Department of Public Works has taken bids for bituminous materials, such as cold patch, and various sizes of asphalt, in accordance with the requirements of the Finance Ordinance and the 2024-2025 approved budget for the Road Maintenance Section (Account No. 101-463-782-000).

Bid invitations were placed on the BidNet website on January 17, 2025. Four (4) bids were received and opened in the presence of the Bid Committee at 2:00 p.m. on February 11, 2025.

Except for the cold patch, all materials are picked up at the vendor's plant location by DPW personnel and equipment. It is important to note that the final pricing reflects round trip mileage to and from the vendor's plant at \$0.415 per ton/mile. All mileage is confirmed via the most direct route according to Google Maps.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is the recommendation of the Public Service Division that the following bid, for both hot and cold bituminous material, which meet specifications, be accepted to supply the Department of Public Works (Road Maintenance Section) with the bituminous materials specified at the unit prices bid for the 2025 calendar year:

#### Ajax Materials, 1957 Crooks Rd., Suite #A, Troy, MI 48084

|                                 |                                              |
|---------------------------------|----------------------------------------------|
| Cold Patch 192 <i>Delivered</i> | \$131.00 per ton (sole bidder)               |
| Cold Patch UPM Delivered        | \$135.00 per ton *tied with Cadillac Asphalt |

#### Nagle Paving, 39525 W. 13 Mile Rd., Suite 300, Novi, MI 48377

|                            |                                |
|----------------------------|--------------------------------|
| M.D.O.T. 1500 T 20 AAA HMA | \$ 96.50 per ton (sole bidder) |
| M.D.O.T. 13A HMA           | \$ 90.50 per ton               |
| M.D.O.T. 36A HMA           | \$ 92.50 per ton               |

#### Ace-Saginaw Paving, 2981 Carrolton Rd., Saginaw, MI 48604

Cold Patch aterial-QPR delivered \$141.00

Cadillac Asphalt, 2575 Haggerty Rd, Canton, MI 48188

Cold Patch Material UPM delivered \$135.00 \*tied w/Ajax Materials

It is further recommended that, in the event the lowest bidder is unable to furnish the materials, the second lowest bidder, which also meets specifications, be accepted as alternates to supply the Department of Public Works (Road Maintenance Section) with the bituminous materials specified at the unit prices bid for the 2025 calendar year:

Cadillac Asphalt, 2575 Haggerty Rd., Canton, MI 48188

M.D.O.T. 13A HMA \$ 91.00 per ton

M.D.O.T. 36A HMA \$ 93.00 per ton

#### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Various road paving mixtures. Amounts vary depending upon repairs needed.

#### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Sufficient funds are budgeted in the amount of \$90,000 in account no. 101-463-782-000.

#### DETAILED WORK BEING PERFORMED

Providing asphalt paving mixtures

#### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$90,000 101-463-782-000

#### ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

Lowest and sole bidders selected

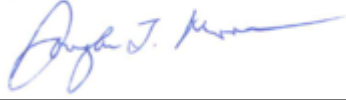
REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

#### ATTACHMENTS

1. S022425 LTC 2025 Bituminous materials
2. BID OPENING BITUMINOUS MATERIAL\_FEB 11 2025
3. CADILLAC ASPHALT Livonia AMENDED PAGE 2, NUMBER 10, 2025 BITUMINOUS MATERIALS (8) (1)
4. NAGLE PAVING Livonia - 2025 Bituminous Paving and Cold Patching (1)
5. ACE Livonia Bid (4)



APPROVED BY



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

Date: February 17, 2025



Don Rohraff, Director of Public Works

Date: February 18, 2025



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 18, 2025



Maureen Miller Brosnan, Mayor

Date: February 20, 2025

**BID OPENING SHEET – BITUMINOUS MATERIALS & COLD PATCHING MIXTURE**  
**BID DUE DATE – 2/11/2025**

|                                                                               |                                |                                                          |                                          |                                                       |
|-------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------|------------------------------------------|-------------------------------------------------------|
| <b>VENDOR NAME</b>                                                            | Ajax Materials Corporation     | Nagle Paving Company                                     | Ace-Saginaw Paving Co.                   | Cadillac Asphalt, LLC                                 |
| <b>ADDRESS</b>                                                                | PO Box 7058,<br>Troy, MI 48007 | 39525 West 13 Mile<br>Road, Suite 300,<br>Novi, MI 48377 | 2981 Carrolton Rd.,<br>Saginaw, MI 48604 | 2575 Haggerty Road,<br>Suite 100, Canton, MI<br>48188 |
|                                                                               |                                |                                                          |                                          |                                                       |
| <b>MDOT 13A HMA – 100 Tons Total Cost</b>                                     | \$95 Unit                      | \$90.50 Unit                                             | No Bid                                   | \$91 Unit                                             |
| <b>MDOT 36A HMA – 20 Tons Total</b>                                           | \$97 Unit                      | \$92.50 Unit                                             | No Bid                                   | \$93 Unit                                             |
| <b>Cold Patch Asphaltic Material – Pave 192, Delivered 50 Tons Total Cost</b> | \$131 Unit                     | No Bid                                                   | No Bid                                   | No Bid                                                |
| <b>Cold Patch Material – QPR delivered – 500 Tons Total Cost</b>              | No Bid                         | No Bid                                                   | \$141.00 Unit                            | No Bid                                                |
| <b>Cold Patch Material – UPM delivered – 500 Tons Total</b>                   | \$135 Unit                     | No Bid                                                   | No Bid                                   | \$135 Unit                                            |
| <b>MDOT 1500 T 20 AAA Total Cost</b>                                          | No Bid                         | \$96.50 Unit                                             | No Bid                                   | No Bid                                                |
|                                                                               |                                |                                                          |                                          |                                                       |

**CITY REPRESENTATIVES:**

Doris DeMarco, Office of the City Clerk Gus Kandah, Purchasing Manager



CITY OF LIVONIA – REQUEST FOR BID  
BITUMINOUS MATERIALS AND COLD PATCHING MIXTURE

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY ([www.mitn.info](http://www.mitn.info)) for **Bituminous Materials and Cold Patching Mixture** according to the specifications herein. Sealed bids will be received until 2:00 p.m., on FEBRUARY 11, 2025. No faxed bids will be accepted. No late bids will be accepted. No physical bids will be accepted. All bid responses must be submitted in Adobe Acrobat PDF format via the MITN website. Forms provided by the City of Livonia must be used to respond to the Request for Bid.

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. Vendors may attend the bid opening virtually by using the following credentials:

***By Computer:***

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

***By Phone:***

Phone (312) 626-6799  
Webinar ID: 822 9412 7641

The City reserves the right to reject in or in part any and all bids received, 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.

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy.

**INSTRUCTIONS TO BIDDERS  
FOR  
BITUMINOUS MATERIALS AND COLD PATCHING MIXTURE**

1. Sealed bids will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m. on FEBRUARY 11, 2025, via the MITN website at [www.mitn.info](http://www.mitn.info) ONLY. at which time said bids will be opened and read. Bid results will be posted to the MITN website.
2. Physical bid submission is Prohibited.  
In order to be considered firms must submit their bids using via upload to the MITN website at [www.mitn.info](http://www.mitn.info). Bids received by the due date and time will be recorded by the City Clerk and posted to the MITN website. The name and location of bidders will be posted.
3. Bids shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid when applicable.
4. Proposals shall be submitted in strict accordance with the City of Livonia specifications for the items listed herein. All variations from the specifications are to be stated in the bids. Bids submitted by FAX are not acceptable.
5. Each bid must be submitted with Certification of Compliance attached.
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.
8. The vendor must be able to provide proof of insurance as listed in the attached example insurance certificate.
9. 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. of the Livonia Code of Ordinances, as amended).
10. It is understood that the quantities of materials to be furnished as stated in the proposal are approximate and are given only as a basis for comparing bids. It is further understood that this agreement is not for any predetermined quantity but is for the entire requirement for the City of Livonia for the period JANUARY 1, 2024 - DECEMBER 31, 2024.
11. Unless otherwise specified, delivery shall be to the Department of Public Works Yard, 12973 Farmington Road, Livonia, Michigan 48150.
12. All invoices shall be submitted monthly by supplier to the City of Livonia based on the unit prices bid within the contract period specified.

## FORM OF PROPOSAL

### Bituminous Materials and Cold Patching Mixture

Honorable Members of the Council

33000 Civic Center Drive

Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that he has familiarized himself with the type of material desired and has carefully examined the specifications and instructions to bidders, which he understands and accepts as sufficient for the purpose and agrees he will furnish to the City of Livonia the specified items and will accept in full payment therefor the following amounts:

**COMPANY NAME:** Cadillac Asphalt, LLC

| ITEM | MATERIALS TO BE FURNISHED                               | ESTIMATED QUANTITY | UNIT PRICE          | TOTAL AMOUNT        |
|------|---------------------------------------------------------|--------------------|---------------------|---------------------|
| 1    | M.D.O.T. 13A HMA                                        | 100 tons           | \$ <u>91.00</u>     | \$ <u>9,100.00</u>  |
| 2    | M.D.O.T. 36A HMA                                        | 20 Tons            | \$ <u>93.00</u>     | \$ <u>1,860.00</u>  |
| 3    | Cold Patch Asphaltic Material – Pave 192, delivered     | 50 Tons            | \$ <u>NO BID</u>    | \$ <u>NO BID</u>    |
| 4    | Cold Patch Material – Q.P.R. delivered                  | 500 Tons           | \$ <u>NO BID</u>    | \$ <u>NO BID</u>    |
| 5    | Cold Patch Material –U.P.M. delivered **BID WITH BOND-X | 500 Tons           | \$ <u>135.00</u>    | \$ <u>67,500.00</u> |
| 6    | MDOT 1500 T 20 AAA                                      | 50 Tons            | \$ <u>NO BID</u>    | \$ <u>NO BID</u>    |
| 7    | <b>TOTAL ALL ITEMS (1-6)</b>                            |                    | \$ <u>78,460.00</u> |                     |

- Indicate mileage between asphalt manufacturing plant and the Farmington Road exit off I-96: 17 miles
- Hours & Days of Operation: Monday- Friday 7am-5pm winter hrs. @ Mount Clemens Tues-Fri 7am-2pm
- Address Mfg Plant 51777 W 23 Mile Rd. Wixom MI 48393

**All unit prices shall hold firm January 1, 2025 through December 31, 2025**

State maximum time required for delivery F.O.B. Livonia, unless otherwise stated, and/or installation after order: 1 days. Payment Terms are net 30 days.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this bid may not be withdrawn for ninety (90) days from the opening thereof.

*Form of Proposal for Bituminous Materials and Cold Patching Mixture*

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251 P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name Cadillac Asphalt, LLC Date 1-27-2025  
(If corporation, partnership, or assumed name)  
Address 39255 Country Club Dr. Suite B20 Signature Jason Teper sales rep.  
(Person executing bid and official capacity)  
City/State/Zip Farmington Hills, MI 48331 Phone 248-228-6281 FAX N/A

Deven Rau-Vp and GM Duane Gaedcke-Sales Mgr. Jason Teper-Sales rep.

CRH AND EDW. C. LEVY CO.  
(Names of principal officers and designate official capacity) (If partnership or assumed name, indicate names of owners)

**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:**

NAME: Jason Teper TITLE: Sales Representative  
PHONE: 248-228-6281  
EMAIL: jason.teper@cadillacasphalt.com



*Form of Proposal for Bituminous Materials and Cold Patching Mixture*

**Bid submission shall include the following documents in the order listed below. It is not necessary to return copies of any other pages from the bid document. It is only necessary to return the pages listed below with your bid response.**

- ☒ Form of Proposal (FP1-FP3)
- ☒ Certification of Compliance
- ☒ References

**REMINDER: Bids are only being accepted online via the [www.mitn.info](http://www.mitn.info) website. No faxes or hard copy bids will be accepted.**

CITY OF LIVONIA  
DEPARTMENT OF PUBLIC WORKS  
PUBLIC SERVICE DIVISION

**SPECIFICATIONS FOR BITUMINOUS MATERIALS AND COLD PATCH MIXTURE**

1. The 36A and 13A bituminous materials to be supplied shall meet the requirements of applicable sections of the current edition of the Michigan Department of Transportation's "Standard Specifications for Highway Construction."
2. The 1500 T 20 AAA bituminous materials to be supplied shall meet the requirements of applicable sections of the 1990 edition of the Michigan Department of Transportation's "Standard Specifications for Highway Construction."
3. Cash discounts not exceeding 2% for the prompt payment of invoices will not be considered in the awarding of the bids, unless the bids are equal. Discounts over 2% will be considered a "trade discount" and will be considered in awarding of the bid.
4. The M.D.O.T. 36A hot mix asphalt and 13A hot mix asphalt, as specified, shall have a mixture composition meeting the requirements as specified under MDOT's special provision for "Marshall Hot Mix Asphalt Mixture."
5. The award of a contract to provide M.D.O.T. 36A, 13A, and 1500 T 20 AAA will be determined on the basis on both the unit price bid and the hauling cost incurred by the City. All bidders, therefore, are requested to determine mileage from their asphalt plant location to the Farmington Road exit of I-96.

**SPECIFICATIONS FOR COLD PATCHING MIXTURE – PAVE 192**

1. **GENERAL**

The intent of this specification is to obtain a high-quality cold patching mixture for the City of Livonia's use in its maintenance operations. The mixture shall be composed of an asphaltic binder containing 3% Pave 192 produced by Thiokol/Carstab Corporation in combination with a crushed limestone aggregate, both of which shall meet the specification of the Wayne County Department of Public Service.

2. **PREPARATION OF MIXTURE**

- a. The asphaltic binder shall be heated to a temperature between 170°F. and 270°F.
- b. When heat is applied to the aggregate, the temperature of the mixture shall not exceed 155°F.
- c. The combined materials shall be mixed until all the aggregate particles are uniformly coated.
- d. The finished mixture shall be proportioned to contain from 5.5% to 6.5% asphaltic binder.
- e. The finished mixture shall be placed on an approved base and cured for a minimum of 16 hours before delivery.

## Specifications for Bituminous and Cold Patching Mixture

3. SPECIFIC REQUIREMENTS

- a. The cold patching mixture shall remain workable for a period of up to six (6) months at a temperature of 15°F.
- b. The cold patching mixture shall not strip more than 5% when placed in water and agitated.
- c. The cold patching mixture shall conform to the following composition of mixture:

Gradation, % Passing:

|            |        |
|------------|--------|
| Sieve ½"   | 100    |
| Sieve 3/8" | 95-100 |
| Sieve #4   | 35-65  |
| Sieve #8   | 0-25   |
| Sieve #200 | 0-4    |

Bitumen, % by weight                      5.5-7.0

SPECIFICATIONS FOR COLD PATCH MATERIAL – Q.P.R. OR U.P.M.

1. GENERAL

This bituminous patching mix is designed for use when the outside ambient temperature is in the range of –15°F. to 100°F. The cold mix shall be effective for wet or dry weather conditions, as well as during hot weather in bituminous and concrete pavement.

2. PREPARATION OF MIXTURE

Bituminous material shall be prepared from a base asphalt stock of either 85-100 pen., 120-150 pen., AC-5, AC-10, AC-20, and shall comply with the following:

|                                    |             |                  |
|------------------------------------|-------------|------------------|
| Kinematic Viscosity @ 140°F (60°C) | ASTM C 2170 | 300 to 4000 cSt  |
| Flash Point, Tab Open Cup          | ASTM D 1310 | 200°F (93°C) min |
| Percentage of Water                | ASTM D 95   | Less Than 0.2%   |
| Distillation to 680°F (360°C)      | ASTM D 402  | See Values Below |

| <u>Temperature</u>                                                | <u>Volume % Total Distillate</u> |     | <u>Volume % Original Sample</u> |    |
|-------------------------------------------------------------------|----------------------------------|-----|---------------------------------|----|
|                                                                   | <u>Minimum/Maximum</u>           |     | <u>Minimum/Maximum</u>          |    |
| to 437°F (225°C)                                                  | 0                                | 0   | 0                               | 0  |
| to 500°F (260°C)                                                  | 0                                | 0.5 | 0                               | 0  |
| to 600°F (316°C)                                                  | 10                               | 65  | 0                               | 18 |
| Residue from distillation to 380°F (360°C) % Volume by Difference |                                  |     | 73                              | 95 |

## Specifications for Bituminous Materials and Cold Patching Mixture

The aggregate shall be crushed limestone and shall meet the requirements specified for Coarse Aggregate 31A in Section 7.11 of the 1990 Standard Specifications of M.D.O.T. and the additional requirement of 2% maximum absorption when tested in accordance with ASTM C-127.

The aggregate shall meet the following requirements:

|                                   |            |               |
|-----------------------------------|------------|---------------|
| Soundness Loss (Sodium, 5 Cycles) | ASTM C 88  | 12.0 maximum  |
| Loss Angeles Abrasion Loss        | ASTM C 131 | 45.0% maximum |
| Specific Gravity                  | ASTM C 127 | 2.45-2.75     |
| Absorption                        | & 128      | 1.0%-3.0%     |
| Minus 200 Sieve Wash Loss         | ASTM C 117 | 2.5% maximum  |

## SIEVE ANALYSIS\*

|              | #9 ASTM D 448          | ASTM C 136<br>#89 ASTM D 448 | Between #9 & #89       |
|--------------|------------------------|------------------------------|------------------------|
| <u>Sieve</u> | <u>Percent Passing</u> | <u>Percent Passing</u>       | <u>Percent Passing</u> |
| 1/2"         | -                      | 100                          | 100                    |
| 3/8"         | 100                    | 90 – 100                     | 90 - 100               |
| # 4          | 85 – 100               | 15 – 55                      | 55 – 85                |
| # 8          | 10 – 40                | 0 – 30                       | 5 – 40                 |
| # 16         | 0 – 10                 | 0 – 10                       | 0 – 10                 |
| # 50         | 0 – 5                  | 0 – 5                        | 0 – 5                  |
| #200         |                        | 0 – 4                        |                        |

Note: \* The number #9 gradation is the preferred sieve analysis followed by the #89 gradation.

The mixture shall be prepared whenever possible with no heat applied to the aggregate and the asphalt heated to a temperature between 190°-275°F.

Moderate heat, not exceeding 170°F., may be applied to the aggregate under the following conditions: Frozen aggregate, plant has a bag system for dust collection, screens are clogged because of moisture, or when determined as necessary by laboratory testing.

Mixing in the pug mill should be for 30 to 45 seconds or until the aggregate is uniformly coated.

The mixture shall consist of an aggregate and asphalt combined in a pug mill in the following proportions:

Aggregate 93.5% to 95.0%  
Asphalt 5.0% to 6.5%

Specifications for Bituminous Materials and Cold Patching Mixture

The asphalt cold mix shall meet the following requirements:

|                                   |             |                     |
|-----------------------------------|-------------|---------------------|
| Coating and Stripping             |             | Above 95%           |
| Extraction of Bituminous Material | ASTM D 2172 | 3.5% min. 9.0% max. |
| Shelf Life                        | Visual      | One Year Minimum    |

3. SPECIFIC REQUIREMENTS

The material shall remain workable, in an uncovered stockpile, if applicable, for a period of not less than twelve (12) months. Repaired potholes shall not show any significant signs of shoving, rutting, tracking, kick-up or ravel-out within a period of twelve (12) months from the time of repair.

4. SAMPLING AND TESTING

Sampling and testing shall be in accordance with the 2003 M.D.O.T. Standard Specifications and the Wayne County Department of Public Service methods.

The unit prices quoted for bituminous materials and cold patching mixture shall remain firm January 1, 2025 through December 31, 2025.

## 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 |  |  |         |  |                     |
| ADDRESS         |  |  | CITY    |  | STATE      ZIP CODE |
| TELEPHONE NO.   |  |  | FAX NO. |  |                     |

| TYPE OF INSURANCE                                           | POLICY NUMBER & NAME<br>OF INSURANCE COMPANY<br>(If more than one) | POLICY DATES |            | LIMITS: Each Occurrence: \$1,000,000<br>Aggregate: \$2,000,000<br><b>BODILY INJURY AND PROPERTY DAMAGE LIABILITY</b> |    |
|-------------------------------------------------------------|--------------------------------------------------------------------|--------------|------------|----------------------------------------------------------------------------------------------------------------------|----|
|                                                             |                                                                    | EFFECTIVE    | EXPIRATION |                                                                                                                      |    |
| General Liability                                           |                                                                    |              |            | General Aggregate                                                                                                    | \$ |
|                                                             |                                                                    |              |            | Prods. comp/ops Aggregate                                                                                            | \$ |
| Commercial General Liability<br>Claims Made      Occurrence |                                                                    |              |            | Personal & Advertising Inj.                                                                                          | \$ |
| \$ _____ P.D. Deductible                                    |                                                                    |              |            | Each Occurrence                                                                                                      | \$ |
| XCU Exclusion                                               |                                                                    |              |            | Fire Damage (any one fire)                                                                                           | \$ |
| Owners/Contractors Protective                               |                                                                    |              |            | Medical Exp. (any one person)                                                                                        | \$ |
| <b>AUTOMOTIVE LIABILITY</b>                                 |                                                                    |              |            | Combined Single Limit<br>(Minimum \$2,000,000.00)                                                                    | \$ |
| Any Auto                                                    |                                                                    |              |            | Bodily Injury (per person)<br>(Minimum \$500,000.00)                                                                 | \$ |
| All Owned Autos                                             |                                                                    |              |            | Bodily Injury (per accident)<br>(Minimum \$1,000,000.00)                                                             | \$ |
| Scheduled Autos                                             |                                                                    |              |            | Property Damage<br>(Minimum \$1,000,000.00)                                                                          | \$ |
| Hired Autos                                                 |                                                                    |              |            |                                                                                                                      |    |
| Non-Owned Autos                                             |                                                                    |              |            |                                                                                                                      |    |
| Garage Liability                                            |                                                                    |              |            |                                                                                                                      |    |
| Umbrella                                                    |                                                                    |              |            | Each Occurrence                                                                                                      | \$ |
|                                                             |                                                                    |              |            | Aggregate                                                                                                            | \$ |
| Excess Liability Other Than Umbrella                        |                                                                    |              |            | Each Occurrence                                                                                                      | \$ |
|                                                             |                                                                    |              |            | Aggregate                                                                                                            | \$ |
| <b>WORKERS COMPENSATION<br/>AND<br/>EMPLOYERS LIABILITY</b> |                                                                    |              |            | <b>STATUTORY</b>                                                                                                     |    |
|                                                             |                                                                    |              |            | \$ (Each Accident)                                                                                                   |    |
|                                                             |                                                                    |              |            | \$ (Disease- Policy Limit)                                                                                           |    |
|                                                             |                                                                    |              |            | \$ (Disease- Each Empl.)                                                                                             |    |
| Other                                                       |                                                                    |              |            |                                                                                                                      |    |

|                |  |  |                                                          |  |                     |
|----------------|--|--|----------------------------------------------------------|--|---------------------|
| NAME OF AGENCY |  |  | NAME OF INSURANCE COMPANY (If only one for all policies) |  |                     |
| ADDRESS        |  |  | CITY                                                     |  | STATE      ZIP CODE |
| TELEPHONE NO   |  |  | FAX NO.                                                  |  |                     |



**CERTIFICATION OF COMPLIANCE**

**CITY OF LIVONIA SPECIFICATIONS**

for

**BITUMINOUS MATERIALS AND COLD PATCHING MIXTURE**

City of Livonia  
Livonia, Michigan 48154

Gentlemen:

I, Jason Teper, Sales Rep.  
\_\_\_\_\_  
(Name) (Title)  
an authorized representative of Cadillac Asphalt, LLC  
\_\_\_\_\_  
(Company)  
do hereby certify to the City of Livonia that the bid amount of \$ 78,460.00  
for Bituminous materials and cold patch  
\_\_\_\_\_

- ☒ Meets or exceeds all requirements in the City's specifications.
- ☒ Meets or exceeds all requirements in the City's specifications with the following noted exceptions:  
Substituting Bond-X for UPM cold patch. Specs are attached to bid.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ Does not comply with the City's specifications (see detailed explanation attached).
- ☒ A copy of the above-referenced specifications is attached.

Very truly yours,

1-27-2025

\_\_\_\_\_  
(Date)  
248-228-6281  
\_\_\_\_\_  
(Phone Number)

Cadillac Asphalt, LLC  
\_\_\_\_\_  
(Company)  
Jason Teper  
\_\_\_\_\_  
(Signature)

NOTE: This certification is a part of the bidding documents and must accompany bidder's proposal and any other information useful to the City in determining satisfactory compliance.

## FORM OF PROPOSAL

### Bituminous Materials and Cold Patching Mixture

Honorable Members of the Council

33000 Civic Center Drive

Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that he has familiarized himself with the type of material desired and has carefully examined the specifications and instructions to bidders, which he understands and accepts as sufficient for the purpose and agrees he will furnish to the City of Livonia the specified items and will accept in full payment therefor the following amounts:

COMPANY NAME:

Nagle Paving Company

| ITEM | MATERIALS TO BE FURNISHED                           | ESTIMATED QUANTITY | UNIT PRICE                   | TOTAL AMOUNT    |
|------|-----------------------------------------------------|--------------------|------------------------------|-----------------|
| 1    | M.D.O.T. 13A HMA                                    | 100 tons           | \$ <u>90.50</u>              | \$ <u>9050-</u> |
| 2    | M.D.O.T. 36A HMA                                    | 20 Tons            | \$ <u>92.50</u>              | \$ <u>1850-</u> |
| 3    | Cold Patch Asphaltic Material – Pave 192, delivered | 50 Tons            | \$ <u>X</u><br><u>NO BID</u> | \$ <u>X</u>     |
| 4    | Cold Patch Material – Q.P.R. delivered              | 500 Tons           | \$ <u>X</u><br><u>NO BID</u> | \$ <u>X</u>     |
| 5    | Cold Patch Material –U.P.M. delivered               | 500 Tons           | \$ <u>X</u><br><u>NO BID</u> | \$ <u>X</u>     |
| 6    | MDOT 1500 T 20 AAA                                  | 50 Tons            | \$ <u>96.50</u>              | \$ <u>4825-</u> |
| 7    | <b>TOTAL ALL ITEMS (1-6)</b>                        |                    | \$ <u>15,725-</u>            |                 |

- Indicate mileage between asphalt manufacturing plant and the Farmington Road exit off I-96: 2 miles
- Hours & Days of Operation: MONDAY - SATURDAY - 7:00 AM - 4:00 PM
- Address Mfg Plant 36780 Amrhein, Livonia, MI

**All unit prices shall hold firm January 1, 2025 through December 31, 2025**

State maximum time required for delivery F.O.B. Livonia, unless otherwise stated, and/or installation after order: 1 days. Payment Terms are net 30 days.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this bid may not be withdrawn for ninety (90) days from the opening thereof.

*Form of Proposal for Bituminous Materials and Cold Patching Mixture*

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251 P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name Nagle Paving Company Date 2-11-25  
(If corporation, partnership, or assumed name)

Address 39505 W. 13 Mile Rd., Suite 300 Signature [Signature]  
(Person executing bid and official capacity)

City/State/Zip Novi, MI, 48377 Phone 248-553-0600 FAX \_\_\_\_\_

Rob Nagle - President  
(Names of principal officers and designate official capacity) (If partnership or assumed name, indicate names of owners)

**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:**

NAME: Rob Nagle TITLE: President

PHONE: 248-553-0600

EMAIL: rnagle@naglepaving.com

*Form of Proposal for Bituminous Materials and Cold Patching Mixture*

**Bid submission shall include the following documents in the order listed below. It is not necessary to return copies of any other pages from the bid document. It is only necessary to return the pages listed below with your bid response.**

- ☒ Form of Proposal (FP1-FP3)
- ☒ Certification of Compliance
- ☒ References

**REMINDER:** Bids are only being accepted online via the [www.mitn.info](http://www.mitn.info) website. No faxes or hard copy bids will be accepted.

**CERTIFICATION OF COMPLIANCE**

**CITY OF LIVONIA SPECIFICATIONS**

for

**BITUMINOUS MATERIALS AND COLD PATCHING MIXTURE**

City of Livonia  
Livonia, Michigan 48154

Gentlemen:

I, Rob Nagle, President  
(Name) (Title)  
an authorized representative of Nagle Paving Company  
(Company)  
do hereby certify to the City of Livonia that the bid amount of \$ 15,725-  
for hot-mix asphalt

- ☒ Meets or exceeds all requirements in the City's specifications.
- ☐ Meets or exceeds all requirements in the City's specifications with the following noted exceptions:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- ☐ Does not comply with the City's specifications (see detailed explanation attached).
- ☐ A copy of the above-referenced specifications is attached.

Very truly yours,

2-11-25  
(Date)  
248-553-0600  
(Phone Number)

Nagle Paving Company  
(Company)  
[Signature]  
(Signature)

NOTE: This certification is a part of the bidding documents and must accompany bidder's proposal and any other information useful to the City in determining satisfactory compliance.

NAGLE PAVING COMPANY  
39525 W. 13 MILE, SUITE 300  
NOVI, MI 48377

References:

Stoneco of Michigan  
2575 S. Haggerty  
Canton, MI 48188  
Tammy Anson  
734-770-5733

Superior Materials  
PO BOX 2900  
Farmington Hills, MI 48333  
Theresa Russell  
248-788-8407

Bush Brothers  
20788 Osmus  
Farmington Hills, MI 48336  
Mary Stevenson  
248-476-8254



## FORM OF PROPOSAL

### Bituminous Materials and Cold Patching Mixture

Honorable Members of the Council

33000 Civic Center Drive

Livonia, Michigan 48154

Dear Council Members:

The undersigned, as bidder, declares that he has familiarized himself with the type of material desired and has carefully examined the specifications and instructions to bidders, which he understands and accepts as sufficient for the purpose and agrees he will furnish to the City of Livonia the specified items and will accept in full payment therefor the following amounts:

COMPANY NAME: \_\_\_\_\_

| ITEM | MATERIALS TO BE FURNISHED                           | ESTIMATED QUANTITY | UNIT PRICE          | TOTAL AMOUNT        |
|------|-----------------------------------------------------|--------------------|---------------------|---------------------|
| 1    | M.D.O.T. 13A HMA                                    | 100 tons           | \$ <u>No Bid</u>    | \$ <u>No Bid</u>    |
| 2    | M.D.O.T. 36A HMA                                    | 20 Tons            | \$ <u>No Bid</u>    | \$ <u>No Bid</u>    |
| 3    | Cold Patch Asphaltic Material – Pave 192, delivered | 50 Tons            | \$ <u>No Bid</u>    | \$ <u>No Bid</u>    |
| 4    | Cold Patch Material – Q.P.R. delivered              | 500 Tons           | \$ <u>141.00</u>    | \$ <u>70,500.00</u> |
| 5    | Cold Patch Material –U.P.M. delivered               | 500 Tons           | \$ <u>No Bid</u>    | \$ <u>No Bid</u>    |
| 6    | MDOT 1500 T 20 AAA                                  | 50 Tons            | \$ <u>No Bid</u>    | \$ <u>No Bid</u>    |
| 7    | <b>TOTAL ALL ITEMS (1-6)</b>                        |                    | \$ <u>70,500.00</u> |                     |

- Indicate mileage between asphalt manufacturing plant and the Farmington Road exit off I-96: N/A miles
- Hours & Days of Operation: N/A
- Address Mfg Plant N/A

**All unit prices shall hold firm January 1, 2025 through December 31, 2025**

State maximum time required for delivery F.O.B. Livonia, unless otherwise stated, and/or installation after order: 2 days. Payment Terms are net 30 days.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this bid may not be withdrawn for ninety (90) days from the opening thereof.

*Form of Proposal for Bituminous Materials and Cold Patching Mixture*

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251 P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name Ace-Saginaw Paving Co Date 2/3/25  
(If corporation, partnership, or assumed name)

Address 2981 Carrollton Rd Signature [Signature]  
(Person executing bid and official capacity)

City/State/Zip Saginaw, MI 48604 Phone 989-755-8147 FAX 989-755-0426

\_\_\_\_\_  
(Names of principal officers and designate  
official capacity)

\_\_\_\_\_  
(If partnership or assumed name, indicate  
names of owners)

**CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE  
SHOULD BE DIRECTED:**

NAME: NATHAN GOTTS TITLE: Project Manager

PHONE: 989-737-2863

EMAIL: ngotts@acesaginawpaving.com

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

13.

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

2. WAIVER PETITION: Planning Commission, re: Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting waiver use approval to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast  $\frac{1}{4}$  of Section 24.

Mark Taormina, City Planner and Economic Development Director, presented the waiver use petition to Council. Mr. Taormina stated the petition is to reuse a commercial building along Five Mile road and the corner of Lyons containing a one-story building. It has zero set back, so it shares a common wall with the adjacent business. The Petitioner would like to occupy the entire building, including the basement, for the use of running a childcare facility. There are special requirements for childcare centers regarding square feet for play areas and the area is required to be enclosed. Mr. Taormina outlined the requirements from the State as well as the parking spaces required by Ordinance. There is currently cross-access between this building and the business to the west, however, that would be closed off. There were requirements suggested by the Planning Commission as recommended in their approving resolution.

The Petitioner, Chenita Farmer, 17150 Inkster Road, Redford, and her business partner, Michelle Brandt, 25977 Cathedral, Redford MI and her partner, were present on behalf of the petitioner together with their architect, Bryan Cook of Developed Architecture. Ms. Farmer stated they are looking to condense three of their Redford locations and combine into one at this location. This childcare facility will benefit special needs children, and this building will allow them additional spaces to offer those children additional resources.

Councilmember Toy asked about how many years the Petitioner has been in business and agreed the special needs component is a needed care for many families. Councilmember Toy inquired about the approximate ages of the children, which Ms. Farmer responded would be 5 weeks to 6 years old. Ms. Farmer indicated their Redford location averages children from ages 1 to 6 but believes the need will increase in the next year.

Councilmember Toy asked if the concrete/asphalt area picture on the south of the play area be removed and replaced with grass and landscaping at the suggestion of the Planning Commission. The Petitioner agreed.

Councilmember Donovic had a few questions regarding the removal of the concrete/asphalt at the south of the outdoor play area and asked if they were agreeable to same. Mr. Cook agreed but stated they were looking to do boulders

instead of asphalt on that side of the building. Mr. Taormina responded the play area needs to be buffered, but thought the petitioner expressed an interest in using planter boxes rather than boulders but it may be cost-prohibitive. Councilmember Donovic inquired about the material for the fencing and Mr. Taormina indicated the fencing is outlined in the Planning Commission's recommendation. Councilmember Donovic asked about the tension-related shading depicted in the site plan and Mr. Cook responded it would provide shaded area for the children when playing outside. Mr. Cook gave the overall details to repair and update the current building and spoke about the intent to clean up the building and make it look inviting to families.

Councilmember Budzinski inquired about the residence abutting the property and if the Petitioner had spoken with the homeowner. Ms. Farmer stated she kept in mind when planning this site and the homeowner did come to the Planning Commission. Ms. Farmer stated the children will be outside at certain times, limited due to the weather in Michigan, and spoke with the adjacent business owner to make sure they were also okay with the proposed plan. Councilmember Budzinski also inquired about the outstanding taxes owed on the property.

Ms. Farmer stated she had a written letter from the seller stating that all taxes will be paid to the City from the closing proceeds, and that funds were being held in escrow.

Susan Nash, City Treasurer, stated there may have been a letter sent to Sara in the Council Office, but nothing has been received in her office.

Councilmember Morgan inquired about the childcare facility having 90 children and stated he felt it was a lot of children. Mr. Cook explained it is a state requirement based on the square footage of the building, the ages of the children, and resources, and that number set by the state and does not mean they will have that maximum number.

Councilmember Scheel inquired about the potential closing date for the subject property. Ms. Farmer stated they are scheduled to close in approximately 23 days. Councilmember Scheel stated if that much time goes by, the payment of the taxes will have additional late fees and will have been turned over to the County. Councilmember Scheel asked if she understood the taxes would not be paid until the closing occurs and she was not comfortable with moving this petition forward until the taxes are paid.

Following questions from the Council and responses provided by Ms. Farmer and Ms. Nash, it was agreed that any outstanding property taxes on the property should be paid by the March 10<sup>th</sup> Regular Meeting.

DIRECTION:

APPROVING and DENYING

REGULAR



## LETTER TO THE LIVONIA CITY COUNCIL

2.

Planning  
January 15, 2025

### MEETING DATE

S022425/R031025

### PRESENTED BY

Mark Taormina, Planning and Economic Development Director

### AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting waiver use approval to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast ¼ of Section 24.

### BACKGROUND DETAILS

January 24, 2025

Honorable Members of the City Council  
City of Livonia, Michigan

Re: Petition 2024-12-02-20 - Nene's Little Angels Daycare

Dear Council Members:

At the 1,224th Meeting held by the Livonia City Planning Commission on January 14, 2025, the following resolution was adopted:

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#01-01-2025 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 14, 2025, on Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting waiver use approval pursuant to Section 6.13 of the Livonia Zoning Ordinance, to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast ¼ of Section 24, be approved subject to the following conditions:

1. That the Site Plan, labeled G001 on plans received January 14, 2025, is hereby approved and shall be adhered to, with the exception of the dumpster, which shall be moved to a location in the southeast corner of the property to the satisfactory to the Planning Department.
2. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.

3. All light fixtures shall not exceed twenty feet (20') in height and shall be shielded to minimize glare trespassing on adjacent properties and roadways.
4. The overall average illumination level for the parking lots shall be 1.0-foot candle as provided under Section 7.22 of the Zoning Ordinance.
5. That sound mitigation protocols be put in place on the interior adjoining wall, as well as, the southern concrete wall subject to the review and approval of the Inspection Department.
6. That repairs to the protective wall along the south property line, shall be resolved to the satisfaction of the Inspection Department.
7. That the entire outdoor play area shall be surrounded by five-foot (5') high vinyl privacy fencing.
8. That the parking lot shall be repaired, resealed and restriped to the satisfaction of the Inspection Department.
9. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
10. That the hours of operation for this childcare facility shall be limited to 6:00 a.m. to 7:00 p.m., Monday through Friday.
11. The outdoor play area shall be surrounded by landscaping or curb buffer to the satisfaction of the Planning Department.
12. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
13. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass. The trash dumpster area shall be maintained and, when not in use, closed at all times.
14. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
15. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Zoning Ordinance, as amended.

#### ATTACHMENTS

1. 2024-12-02-20\_COUNCIL E-Pkt



APPROVED BY



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Mark Taormina, Planning and Economic Development Director

Date: February 19, 2025



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Maureen Miller Brosnan, Mayor

Date: February 20, 2025

**Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare,** requesting waiver use approval pursuant to Section 6.13 of the Lionia Zoning Ordinance, to operate a day care nursery at 2 275 1/2 Mile Road, located on the southwest corner of 1/2 Mile Road and Lyons Street in the Northeast 1/4 of Section 24.

# **UNAPPROVED MINUTES**

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## **MINUTES OF THE 1,224<sup>th</sup> PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA**

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On Tuesday, January 14, 2025, the City Planning Commission of the City of Livonia held its 1,224<sup>th</sup> Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present:   Wafa Dinaro           Patrick Droze           David Bongero  
                          Sam Caramagno   Glen Long           Ian Wilshaw

Members absent:   Peter Ventura

Mr. Jacob Uhazie, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

### **ITEM #1   PETITION 2024-12-02-20   Nene's Little Angel Daycare**

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting waiver use approval pursuant to Section 6.13 of the Livonia Zoning Ordinance, to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast ¼ of Section 24.

Mr. Uhazie: Good evening. This is a petition that involves operating a daycare, childcare, nursery on the corner of Five Mile and Lyons Street. We did receive some updated site plans this afternoon that have been provided to you, and I will discuss those through this presentation. The site is zoned C-1 (local business) in the front 180 feet and the remaining 30 feet of the property is zoned P (Parking). Regulations pertaining to childcare, nurseries, require a waiver use approval under Section 6.13 of the Livonia Zoning Ordinance. The petition building shares an interior wall with the adjacent parcel to the west, which is also split zoned between C-1 and P. To the north across Five Mile Road all the properties are zoned C-1. To the east, across Lyons Street are two vacant parcels split zoned between C-1 and RUF. To the south and southeast are single family homes of the Dutch Mills Garden subdivision, which are all zoned RUF. The property measures 21,131 square feet in area with approximately 93 feet along Five Mile Road and 210 feet along Lyons Street. The site contains an existing one-story building, measuring 15 feet in height and measuring 3,606 square feet in size. The building was previously occupied by Livonia Urgent Care and Medical Center, but it currently sits vacant. The petitioner would occupy the entire building, which consists of a ground level floor and basement level. The ordinance requires childcare centers to have at least 5,000 square feet of outdoor play space. The site plan shows 2,900 square feet of fenced outdoor play area located directly south of the building. The Planning Commission and City Council can waive the 5,000 square foot requirement with approval from the state regulatory body. The outdoor play area would be surrounded by a five-foot white vinyl fencing. Access to the play area is provided by two gates to the north. The site plan identifies an emergency only exit gate in the southeast corner of the play area. Daycare nurseries require one parking space per 250 square feet. These regulations would require 12 parking spaces for this petition. The site plan shows 24 parking spaces for the daycare and another six unspecified parking spaces located in the dog leg that extends to the west. Two access drives serve the site on Lyons Street and cross access to the western neighbor the property appears to be maintained. The dumpster has been moved to the southeast corner of the play area. The site plan now shows a six-inch CMU dumpster enclosure as well. No further details on the dumpster are provided. The site plan shows no changes to the existing landscaping. The location expects to be licensed for about 90 children and have staff of about 15 members. Ages would range from six weeks to five years old. The plan includes

a vestibule, lobby, reception area, four classrooms, a kitchenette and restrooms. One of the classrooms would be located in the basement level. The elevation plans that were submitted show that the previously covered windows on the north and east side of the building would be daylighted. To the north, elevation plans show they would add two new doors and one new window. On the east, there would be one new door and two new windows. The plans also show a proposed wall sign on the east elevation above the main entryway, but no sizes are listed. The existing monument sign on the northeast corner would also remain in place. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Uhazie: Mr. Uhazie: The first item is from the Engineering Division, dated December 30, 2024, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time but would like to note the following items: 1. The subject parcel is assigned the address of #28275 Five Mile Road. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained. 2. The existing parcel is currently serviced by public sanitary sewer and water main, and private storm sewer. The submitted drawings do not include any proposed utility information or calculations, so we cannot comment on any proposed impacts to the existing systems at this time. 3. Although the drawings do not indicate any future utility information, it should be noted the any proposed re-development other than building renovations will be required to provide storm water improvements and detention per the Wayne County Stormwater Ordinance. 4. Any disturbances with the Five Mile Road right-of-way will require permits through the Wayne County Department of Public Service, including drive approach and sidewalk removals and placements."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated January 6, 2025, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on the property located at the above referenced address. We have no objections to this proposal with the following stipulations: Smoke detectors is every room, plan review on amount and location of Carbon Monoxide detectors. Due to building not being suppressed with sprinklers with a below grade level, curious as to ratio of child to*

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staff and a written plan for evacuation procedures. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated January 6, 2025, which reads as follows: *“I have reviewed the plans in connection with the petition. I have no objections to the proposal.”* The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated January 13, 2025, which reads as follows: *“Pursuant to your request, the above-referenced Petition has been reviewed. 1. This petition is a change of use and requires the building to meet all current Michigan Building Codes, including the Michigan Barrier Free Code. This will be addressed further at the time of our plan review if this project moves forward. 2. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be double-striped and 10’ wide by 20’ deep. 3. Signage has not been reviewed. This Department has no further objections to this Petition.”* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated December 30, 2024, which reads as follows: *“I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.”* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated December 27, 2024, which reads as follows: *“As of today the summer 2024 taxes of \$8,006.02 have not been paid on this property and the winter taxes of \$6,847.98 are due February 14, 2025. I have attached copies of the tax bills”* The letter is signed by Susie Nash, Treasurer. Nex is a letter on behalf of the petitioner from the real estate partner, AT Realestate, LLC, dated January 12, 2025, that reads: *“We shall pay any outstanding property taxes on the property commonly known as 28275 Five Mile Road, Livonia, Michigan at closing. The title company has already collected all of the property tax information required and will be sending out the payments on our behalf, from the sale proceeds provided by the purchaser Nene’s Little angels Holding, LLC.”*, signed Ibrahim Abubars. Lastly is a letter, dated January 14, 2-25, reads: *“I’d like to first and foremost apologize not being able to physically attend tonight’s meeting. Based upon members of the board’s recommendation, I have attempted to meet with the new potential owners of 28275 Five Mile Rd but haven’t been able to physically meet with the new owners do to scheduling conflicts on both parties. My name is Gina Mckague-Myers. I own the attached/adjoining properties 28289 Five Mile Rd & 28291 Five*



*Mile Rd where I run a retirement planning business. I purchased these properties in 2013. My building is attached to 28275 Five Mile Rd. We share a roof, a brick wall and a parking lot that are all directly attached. Mckague Financial has been helping the citizens of Livonia and the surrounding area plan and secure a successful retirement for over 11 years at this location. I have invested well over \$100,000 in these properties, constantly upgrading both the outside façade and the interior within. I believe these improvements have increased not only my property values but the surrounding values as well. I've grown to adore Livonia and would love nothing more than to have my business there for years to come. Over the last decade I have witnessed the citizens, officers and board members help transform and improve the city. I encourage people to bring their businesses to Livonia and I'm delighted to welcome a Day Care facility to the area. I do unfortunately have a large number of concerns in connection with my office/medical building. Although I love more than anything the sounds of children playing, it's been my experience over the last 26 years that a quiet, calm and dependable environment is 100% necessary for a financial services business. This environment has proven to be necessary when discussing a recent loss in the family, deciding on major financial decisions, planning for retirement and discussing someone's estate plan. I even make it a point to not have my cell phone in the meeting. Naturally, I'm concerned of the noise levels that will penetrate the adjoining walls and even more so, the playscape noise level right outside my office doors. The potential new owner has assured me (over the phone) that a high-quality sound barrier is being installed on the 28275 Interior walls to help prevent the inside noise level issues. I'm very appreciative of that accommodation, but I am much more concerned about the outside playscape noise level. I suggested the playscape potentially be moved to the back of the parking lot against the parking lot wall but even the prospective owner expressed noise level concerns for the residents living nearby even though they would have 6-foot-tall thick brick wall and a backyard separating them. My other major concern is the traffic/parking situation. I have been assured that a privacy fence would be installed prior to the opening of the business to help prevent cars parking in my lot during pick up/drop off of the children. With an estimated 70-80 children per day, that's a lot of traffic to endure off 5 mile which is my private drive/parking lot and is the ONLY entrance off the main road. I believe a privacy fence is the only way to assure both safety for children from the vehicles that continuously drive through the lot but also to keep my lot clear for my own clients, especially*

*during the heavy pick-up/drop-off times. I have requested clear signage to be installed showing the entrance and exit of the Day Care, so I don't have to be concerned for the safety of my senior clients, walking from the handicap spot to my front door on the other side of my private drive. The survey of 28275 appears to zig zag a little behind my property but the plans show a straight privacy fence through my lot, this is confusing to me. Unless that property line needs to be addressed? At first, I didn't believe there was a solution for the outdoor noise but recently a friend told me about high quality sound barrier panels that can be customized to entirely enclose the outdoor play structure. I have not looked into the cost factor but this seems like a possible solution for the outdoor noise concern. Ultimately, my property and 28275 was zoned as a medical/business office. I want to maintain the quality and value of my properties and not have anything that could take away from their values. In my brief phone conversation, the prospective property owners of 28275 seemed to be accommodating, understanding and successful business owners. Being a female minority business owner myself, I'm excited to see more business owners entering Livonia and I look forward to working with them with the hopes we can come to a solution.”, signed Gina McKague-Myers. That is the extent of the correspondence.*

Mr. Wilshaw: Thank you. Mr. Uhazie, is there any questions for our planning staff?

Ms. Dinaro: Jacob, has the tax bill been paid? I know we got correspondence on it, but has there been any movement since?

Mr. Uhazie: No, it's my understanding that, it's in some sort of escrow until the property closes, and at that time, those funds will be transferred.

Ms. Dinaro: Do we know when that'll happen? When the property closes? Is it going to be after this process?

Mr. Uhazie: Probably conditional on this item

Ms. Dinaro: Got it.

Mr. Wilshaw: Thank you. Mr. Bongero.

Mr. Bongero: Do we know of any other daycares in the city that are adjoined to another business?

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Mr. Uhazie: I've discussed with the Director, Mark, and I've looked at it. We're not aware of any. That's not to say there is not any, but we are not aware of any.

Mr. Bongero: Okay, the reason I'm asking is because I know I spoke to the owners next door at length last week, and the noise is the biggest concern, and so...and then I'm looking at, like, the aerial view of the lot configuration, and on ours right here, we've got the view shows a bright red outline of the lot configuration for each building. So, what happens to the daunt leg here. So, where the dog leg is that goes to the west the fence line that they're showing putting up comes square off the building, so are they giving away that? I mean, what happens to that extra piece of property there?

Mr. Uhazie: Per their site plan, it appears that it would still be their property but would remain striped as if it was for the other. The petitioner may be able to say more about why that is, but that's the way it is.

Mr. Bongero: But I think...I'm hoping that these owners understand that that's the property configuration, because she mentions that the property outline is concerning to her. The other thing is the dumpster. Where we talked about it doesn't seem to be placed in the area like we talked at the study meeting.

Mr. Uhazie: At the study meeting, yes, it was discussed being placed further south, replacing some of the parking, as mentioned the site does have adequate parking, so losing some of those parking in the southwest corner would not be an issue.

Mr. Bongero: Seems awkward right there, right next to the playground. And we can take that up with the petitioner too. I think that's it for right now, until the petitioner comes up. Thank you.

Mr. Wilshaw: Thank you. Mr. Bongero, any other questions for planning staff? Okay, if the petitioners here, you are free to come forward to our podium.

Mr. Wilshaw: Thank you for being here. Good evening. Can you start with your name and address for our record?

Chenita Farmer, 17150 Inkster Road, Redford, Michigan, 48240.

Mr. Wilshaw: Very good. Thank you, Ms. Farmer, for being here. And what would you like to tell us about your business?

Ms. Farmer: We have been in the Redford area since 2017. We have three locations there. We currently have serviced over hundreds of children. We are professional daycare center. Our teachers are qualified with teaching certificates and or bachelor's degrees and above. We offer a variety of different services to children, where working families can go to work every day and know that their children are being cared for and educated. I am passionate about this. We went to school, so it wasn't like, hey, I want to open a daycare. I went to school; I got degrees so that I can teach children. I am a mother of three, a single mother of three. I have a son who has autism, which prompted me to get further into the educational realm, because I know how difficult it is to take care of children, and I also know how it is being a parent and having to work to provide for your children. We call our centers a home away from home. We are family oriented. We love what we do. We love what we provide. We would say that we are upstanding citizens of Redford. Again, we have three locations there. The city, township, county knows us. We are respectable. All of our current centers are either one that is on Grand River and it is attached to other locations, and the current one on Six Mile and Inkster is next to a home, and we share a retaining wall, and the respect is there. To speak on that. I did address the outside noise. Unfortunately, you know, kids will be kids. We don't allow children to, you know, when they're outside, they're just playing. We want to work with the community to see what works best for them. We propose, right now, they go outside for like 30-minute increments between 10 and 11 they're in by 11:30, 10 to 11:30 something like that, and then the next set goes out around three to maybe four or 5:30 so they will be, you know, they're being dismissed at 5:30 when pretty much everybody would get home. I also am interested in maybe having...we do indoor play for inclement weather. I did speak with MS Gina in great length and thank you, and we made the adjustments to make sure that her building and her business is respected as ours. And we're just hoping to come into the community to add more value to Livonia and work with the residents.

Mr. Wilshaw: Okay, well, thank you for that presentation. Let me see if there's some questions for you. I think there's probably a few from some of the commissioners. Questions for our petitioner? Mr. Bongero.,

Mr. Bongero: Hello. Couple questions. One, when the kids come out to the play area, where do they come out of, the basement?

Ms. Farmer: Well, there would come from different sections. So, as you can see, we have eight different age groups. Certain age groups are not allowed to be mixed on the playground at one time. So, the four-year-olds or the three-year-olds that are in the basement, they will come out of the basement, or, because it'll be easier, out the basement and onto the playground.

Mr. Bongero: Okay, it looks like it's completely fenced in. There are a couple gates to get in.

Ms. Farmer: Yes.

Mr. Bongero: There's a...it looks like electrical transformer out there. It's a cabinet. I didn't open it up, but I'm just wondering if you guys should try to block that off so the kids can't mess around with that. It didn't look like it was locked. If you look on the back side, on the back of the building, there's a transformer on the ground. Then there's a gas meter too. It'd be a good idea to try to block that off with some type of a gate, though, because they're gonna probably have to access that utility company in the future. You know what I mean, but I would like you to consider that. The big thing is the sound. So, I don't know how we ensure that that's going to be taken care of, because they, they made it very clear to me that they can hear literally everything on the other side of the wall when the other business was there. And so their concern was with kids inside, it's going to be a lot louder, and she needs quiet, and that's how she runs her business. So, I don't know how we...it would have been nice to have you guys get together and come to an agreement or have a blueprint with the architect stating what type of sound barriers are going to be put up so it's agreeable to everybody. You know what I'm saying. I don't know how to address that, but I think that should be, that should be that needs to be addressed. I mean, it's very important, because they wanted to be here, but they somebody's sick in the family.

Ms. Farmer: I spoke with her, yeah, I spoke with her. And I actually in our car ride when we got on the phone, I had just left the building, and when she told me of her concerns, I immediately turned back around and I said, hey, I'm about to walk through the building. Would you like to be on FaceTime? And I improv walked through the entire building, every classroom. She didn't hear peep, and it was peak hours.

Mr. Bongero: Was it, okay?

- Ms. Farmer: It was peak hours.
- Mr. Bongero: She said, You guys are very workable, yeah. But it was still conveyed, very concerned about it.
- Ms. Farmer: All, kids aren't the same, right? All centers aren't the same kids. When you have structure with children, you don't get all of that. We have structure. We have a daily...our routine is we follow the routine to the T every minute of the day. Do kids get antsy? Do we have some children falling out and everything? Yes, but it's not all of them. You maybe get one or two. They don't scream and yell for hours. There's a calming corner. We know how to calm them. We are trained. We know how to talk to them. They know how to talk to us. We teach them that. Our kids know how to speak hand sign language, because I can't understand you when you're crying, so they know how to tell us a more happy things like that. So we equip them with the tools. Because, of course, in our industry, we don't want to hear the hollering children and babies all day. That's not what we're here to do. We're here to teach them.
- Mr. Bongero: And you can see their concern?
- Ms. Farmer: Absolutely.
- Mr. Bongero: 90 kids, you know? You know, the first thing you go is oh my gosh it is going to be loud, you know what I mean.
- Ms. Farmer: The limit is 90, but we won't have 90. I have buildings that are licensed for 97 kids and I have a number of, like, 50 or 60, so it won't be, I wouldn't, won't say that it won't be 90, but that won't be the norm all the time.
- Mr. Bongero: Okay, I just think it's a concern that really needs to address the sound in and out. I think just of all this, it's a great petition. I like it. I just think for them, because they couldn't be here and they couldn't talk to you. If they could have been at the study meeting would have been good. We could have hash this out, but I think at a minimum, we put some language in here that the sound will be addressed in and out. You know what I mean?
- Mr. Farmer: My architect is here, Mr. Cooke, is here too.
- Brian Cooke, Develop Architecture. I'm the architect for the project. And when Ms. Farmer spoke about the concern about the noise on the



interior, my current understanding, because I haven't been in, the inside the roof or nothing, but it's two CMU walls right that are shared so and per the plans right now, only about half of her building would have a classroom up against it. So, our anticipation, as you see, yeah at the top, yeah that classroom there on the left-hand side. So, anticipation would be to add sound attenuation to that shared wall for most for the space itself, right? Because, and now it's a long, you know, long, narrow space, so we want to add stuff like that. There'll be stuff on the wall anyway, but making sure we're doing that, and on top of that, depending on how the if they are connected, I don't think their two roofs are connected, but if they are, figure out adding some insulation above the ceiling, yeah, to make sure we're stopping that sound from traveling. The outside. I think there's a lot of different, you know, strategies to attack that, but we're open to having that conversation.

Mr. Bongero: And it might be something you get set up, you start opening up, and then you guys, if she's complaining, you guys work it out.

Ms. Farmer: I actually reached out to her yesterday, I'm sorry yesterday to you know, like, hey, are we still meeting for tomorrow? And I didn't get a response. And then I called her as well to follow up, and I didn't get a response. She did text me back this morning and told me of the emergencies. And I asked, can we meet tomorrow? I am leaving to go out of town, but I told her, I can meet with her about 15-20 minutes tomorrow, in the morning. So I am definitely open for it.

Mr. Bongero: I just want to make sure it's addressed.

Ms. Farmer: Yes, definitely, yeah. Thank you for asking.

Mr. Bongero: I think that that's most of my questions, the dumpster and that. And that was it. Thank you.

Mr. Wilshaw: Thank you, Mr. Bongero, any other questions for the petitioner? Mr. Droze.

Mr. Droze: Mr. Chair, good evening. Thanks for coming. I agree. I think it's a good, good project. It seems like it's a good location for it, off a main road, you know, certainly for pickups and drop offs. So, there was a couple things we talked about at our study session, and maybe I'll go through them and you could speak to them. I did see that looks like you are proposing some improvements to the ADA accessible route, which is one of the things we talked

about. So, we're happy to see that. The one item that I don't think was necessarily indicated on the plans, other than staying that the plan is to maintain existing is the lighting we talked about. So currently out there, right now, it seems like there are kind of flood lights that shine off the building. And just kind of reviewing our city's policy, I think the goal is to try to not have that so it's casting glare onto adjacent properties. Maybe speak to that, is there any opportunity that you see as part of the project to correct that?

Mr. Cooke: I think it might just be for the lights that are currently on the building, picking the correct fixtures and making sure that they're shining in a way that when you looking at the building, you're not staring at it, right? That it's angled downward, so that the light is there on the surface, but not shooting out, you know, horizontally, and I think that might be some of the issues, because it's some of the old styles...the bug eyes that are out there right now that I think might be causing some of the problem.

Mr. Droze: I think it's actually...there's LEDs that are on top. There are the ones that you're talking about, but then there's a second set that are on top that maybe those were added recently, but they're, well, very much against what our policy states.

Mr. Cooke: Well, then we'll make sure that we, like I said, it's a fixture issue. Then it will make sure that that is in accordance with providing the correct light levels, but then also making sure that it's not shining in that in that manner.

Mr. Droze: Okay, I think that that would be relative to the neighbors and the and Lion Street. And then the other one was the play area within the parking lot. We talked last time about potentially providing a buffer. I do see that there's wheel stops on the adjacent property, and I think there are bollards added around the corners, which I think helps with some of the cornering vehicles. But I guess the question remains in my mind, we talked about snow plows. We also talked that, you know, that there's vehicles traveling right there, right next to where kids are playing. I guess maybe speak to the decision to not include curbing around the play area.

Mr. Cooke: For the most part, it deals with expense, right? Because we're actually trying to dig out the driveway as it is. So I've done, quite a few where, you know, in this situation, and then additional buffering and grass is additional maintenance, right? Whereas

that could be used for the kids themselves, rather than additional, you know, shrubs or trees out there. But you know, curbing if, if that, you know, apeeses, and that's something that's opening to that, but in terms of just trying to be efficient as possible with the layout, and thinking about the initial cost.

Ms. Farmer: I have a question. So the ballers are? They call it ballers, the big bollard things, where we have them on Six Mile, where we put them every like one, every so many feet, so it will go around the entire perimeter, or the front perimeter, or of the playground, would that be sufficient?

Mr. Droze: I guess I'm going to speak on the basis of esthetics. I just, I don't think that would...to me, I think there's a part of this project where, you know, you're bringing in a new use and I do think there's...beyond the facade, I feel like there's some site improvements and Mr. Bongero talked a little bit about the location of the dumpster. To me, it feels like...I feel like a little more effort on that side of it, because the site has way more parking than you need. I think the recommendation was, I don't know if it was 12 spaces, and by my count, if you include those ones on the adjacent dog leg, which technically are on your property, you have 31 spaces. Okay, so to me, my preference is, if you're interested, is that, you know, to try to provide that buffer. I think there's opportunity for landscaping. I know that was noted that there wasn't any real landscaping as part of the project. It just feels to me that, you know, that's that is where the kids are going to be playing. And I think some buffering that could even help with some of the sound issue, too, some vegetation. So those are some, some of my thoughts, and I appreciate your feedback on that.

Ms. Farmer: I appreciate your suggestion. Thank you.

Mr. Wilshaw: Thank you. Mr. Droze. Are you all set with it?

Mr. Droze: Yes, I am.

Mr. Wilshaw: Thank you. Any other questions for our petitioner? Mr. Caramagno.

Mr. Caramagno: Just, so I'm clear, when you talked about the bollards all the way around the play area, or just on the corners

Mr. Cooke: Right now they're just on the corners. But again, if the concern is safety, and you know, then we could add them, but then at

that point, then curbing makes more sense, right? As in what I'm showing now, having the bollards on the corners, making sure that, you know, the major corners are not being hit. But if, you know, we were to do a bollard every few feet, then, yeah, add a six-inch curb at that point would make sense.

Mr. Caramagno: I think the concern that I've got is if you've got children playing in a fenced in area, the vinyl fenced in area, what prevents a car from going in there and hitting them and hurting somebody? I understand a six-inch curb, but even the even the smallest of cars can jump a six-inch curb and get in the in the play area. If someone puts their car in reverse and hits the...means to hit the brake pedal, hits the gas pedal, they back right through that wall and can hurt someone. So, I'm into something that would secure that area from children being hurt. And we just did a job at Seven Mile and Newburgh. I think we had them put big rocks there to protect kids, just in the event. But I'd like to see something that protects them. And you know, as Patrick said, Mr. Droze said about some landscape, and I don't think that's necessarily bad thing either, to add to this plan, but I like to see some protection for the kids. And I gotta say, I'm not crazy about the dumpster being right there on the edge of that fence, either. I think that needs to be somewhere else.

Mr. Cooke: Yeah, the difficulty with the dumpster. So the current version of the site plan, I was trying to maintain the aisle on that back end to continue that so that cars could still get back and forth, because my understanding was that it was a shared parking in that back area, right? Just how it's laid out right now, obviously, now getting the actual property layout, I'm seeing a very different vision, but trying to be neighborly and making sure that we can kind of maintain on what the perception of everybody's lot was. So in doing so, putting the trash on that corner, allowing the dump truck to come in and out without much fanfare, going too deep in, and then adding some extra production at the corner for the play area.

Mr. Caramagno: I understand what you're saying. I'm just not crazy about it right next to the play area. A dumpster, you never know what might happen with that truck coming in. The kids are out there, I just...it's an uneasy feeling with kids anywhere near that garbage truck.

Mr. Wilshaw: Alright, any other questions or comments for our petitioner? I don't see any others at this moment. Let's see if there's someone else in the audience wishing to speak on this item,

and then we'll give you a chance to come back up afterward. Thank you. Thank you. Ms farm, anyone else in our audience wishing to speak for against, feel free to come forward, sir. Good evening. Good evening,

Dennis Kewin, 15093, Lyon Street, Livonia, MI. I'm the property directly behind this business, behind the concrete wall that is crumbling apart as we speak. Over the years, I've put mulch down and just had nothing but stone crumbling off this wall. So, waste of my money. Another thing that I'm getting is...I'm very supportive of small business. I'm really supportive of the small business. I think they're, they're detrimental to our societies. They're kind of the heartbeat of them. And then you get the bigger ones, which are your corporations. What I am having a hard time with here is the staple of the community that hasn't been discussed here, and that's the residents. The residents of this community are your staple, not your businesses, because without your residents, your businesses won't have business. The other thing is, is that they were reaching out to contact each other as businesses, but nobody came to myself or my family, other than in the means of a letter by the city, which I find to be kind of shallow. My home, my pursuit of happiness starts there. I have been a volunteer in this city for over 15 years with children. I have coached baseball, from T ball, currently working with some high school kids. Love it. Can't get enough of it, so much so that I had to go to Southfield and start with some organizations over there. Not only that, I also went to Redford and helped out over in Redford, I love it. I love kids. I like to come home to peace and quiet. As I see right now, that's going to be disrupted. It's going to be disrupted on any given time. I know that they have a schedule, but my schedule is 24/7 at that house. That's our family that lives there. That's our peace time right there. It's concrete there. You guys know how echo...just it just echoes off the concrete. There's nothing to slow it down like you say, we need some kind of sound barriers. Upon saying that, I'm an independent contractor for operators engineer, I have built sound barrier walls alongside the expressways. By all means, I'm not asking for a sound barrier wall of that size or that caliber, but there's going to be needing something done to block out that noise and to retain our privacy as being sovereign citizens and seeking our pursuit of happiness in our own homes. And I hope that we can come to resolve. I have some ideas of myself, like I said, maybe we could discuss raising that wall, getting that wall repaired, getting it raised up maybe a few more feet. We talk about the adjacent properties across the street there. Now,

although that's an adjacent property that's vacant, that vacant lot is owned by the liquor store there, is it not? So, my concern now is, okay, we have the liquor store here down the way. We have an assisted living home. I've been living at this house. My wife and I have been here for 30 years, and we've seen so many transformations going on, on this corner, from doctors' offices originally, to a COVID testing site back to whatever it is now. The COVID testing site was probably the biggest test of my nerves, because every day I'd be in my kitchen window and I would see somebody relieving themselves in the parking lot. And it didn't matter whether it was a number one or number two, I've called the police several times. I would like the sergeant's name that you spoke with to get any of the reports of the incidents that had taken place over there. We talk about dumpsters. I don't know. I know that you guys are aware that City of Livonia has had a rat problem. That all started back when 96 was ripped up. When that was ripped up we had fought them with you guys telling you, and now you're talking about setting a dumpster next to a playground. That sounds kind of disgusting to me, because I can just see them rats having a good old time in that playground too, after rummaging through that dumpster with all their feces and urine. Concerns, yes, total objections, no. Like I said, there's compromise to be made. Door is open. I'm willing to hear suggestions, and I've even offered the property up for sale, if you guys would consider rezoning it for her. So, thanks for hearing me out, except some of my concerns. I'm sure I could come up with a lot more, but I'm just going to touch on that for now.

Mr. Wilshaw: We appreciate your comments. Thank you for coming forward. Thank you anyone else wishing to speak on this item?

Mr. Wilshaw: Hello, good evening. ma'am.

Maggie Hineman, 28342 Five Mile Road, Livonia, MI. I have lived in Livonia for 44 years, plus 10 years before then, and I've owned a business here for 44 years. I think that we desperately need a childcare center here. I'm 75-years-old, and I watch the parents in my neighborhood drag their kids back and forth from their homes because they've worked out a system where, right now, they can take care of one another's children, but they certainly would like to have something like a daycare center there. Now I'm not sure. Will your daycare center also handle the challenged ma'am, okay, please talk to them. I'm sorry, but that was important to me also, because I have...I happen to be an Arc advocate Association of Retired citizens, and I think it's



important that we have one care for those children in this community. Also, my only concern that I have here is that the gentleman mentioned about the liquor store on the corner and the Health Care Center, Majestic. Unfortunately, the one concern I have is for the security, for access to those backyard locations of the children. Yes, you could not restrict the daycare center from being near a liquor store, not at that distance, but unfortunately, a lot of the gentlemen from Majestic use that liquor store as a bar. They pick up a couple of handfuls of their small bottles and they drink them as they wheel themselves down Five Mile. Not judging them. They've probably been a lot of pain and a lot of sorrow, but I just want to make sure that the children are protected. Perhaps you could have just key access or access card to the back and just have only open access to one entrance in the front. That would be my only concern. But I truly believe that we do need a care facility, particularly if we're going to take care of our challenged children. Thank you.

Mr. Wilshaw: Thank you for your comments. Anyone else wishing to speak on this item?

Ms. Hineman: One more thing.

Mr. Wilshaw: We give you one more shot there at the bite of the apple.

Ms. Hineman: The young lady that was complaining next door. I got to believe that when they had the urgent care centers there that they had in and out traffic continually, and here you're going to have in traffic around nine o'clock and out traffic at five. It seems like she would have less, less transactions there. Sounds like a Karen to me. Thank you.

Mr. Wilshaw: Thank you for your comments. If there's no one else wishing to speak on this item, I'm going to give Ms. Farmer a chance to come back up. If there's anything that you would like to address. We don't want to create, obviously, back and forth debates, but you did hear some concerns expressed and some ideas of improvements that could be made. Is there any thoughts that you have as to anything that you heard, or any other comments that you would like to make?

Ms. Farmer: The first one that I would like to address, because it's just been brought to my attention by the residents about the liquor store and the flow of the traffic. My architect and I...I just asked him if we could look into the code to maybe fence in the entire property and have a rolling gate for the entrances and, you

know, for them to go in and go out, so that maybe we can keep our children safe, which is my first priority, keeping my staff and my children safe. Had I known that we would have discussed that in our plans, but I did not know that. The noise, we will go back and figure out something to see what we can do to work with the residents to keep the noise level down again. Our children really aren't that riled up and screaming, but of course, when they are on the playground, you know, you do get a couple of screams here and there again. I am in a quiet subdivision, and I love my quiet and quaintness, and when I want to, you know, hear all of that, I go to my family's house in the city, but I come home and I relax and rest that I know that I am safe, and I definitely, if you guys can remember, that was the first thing I said, was about the noise and about the residents taking them into consideration. I'm thankful that they came to the meeting, and they are open to discuss this and work together. And I would like to do that. I do feel that there is a need for childcare in the City of Livonia. I'm literally around...all of my other centers are literally around the corner. So, we float. I flow through here, and I don't see it. And we have people that live in the apartments, right? I don't know what they're called, I'm sorry, but right across the street from this location that bring their kids all the way over here, not even bring them. We actually drive to get pick the kids up from that location, when now they can walk across the street. So, we are open to negotiation, suggestions, anything will help. We want to be at value and bring value to the city of Livonia. That is our goal.

Mr. Wilshaw: Thank you very good. Thank you, Ms. Farmer. I appreciate your comments, and I will now go back to the commission. Is there anybody on the commission wishing to ask any additional questions? No additional questions from anyone. If not, I'm going to close the public hearing and a motion will be in order.

Ms. Dinero: I would like to offer an approving resolution. I do want to say I appreciate how amenable you are to talking to the neighbors and making sure that everyone is really happy and everyone is that you're being a good neighbor to all of your near new neighbors.

On a motion by Dinero, seconded by Bongero, and unanimously adopted, it was

**#01-01-2025**     **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 14, 2025, on Petition 2024-12-02-20 submitted by Nene's Little Angels

Daycare requesting waiver use approval pursuant to Section 6.13 of the Livonia Zoning Ordinance, to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast ¼ of Section 24, be approved subject to the following conditions:

1. That the Site Plan, labeled G001 on plans received January 14, 2025, is hereby approved and shall be adhered to, with the exception of the dumpster, which shall be moved to a location in the southeast corner of the property to the satisfactory to the Planning Department.
2. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
3. All light fixtures shall not exceed twenty feet (20') in height and shall be shielded to minimize glare trespassing on adjacent properties and roadways.
4. The overall average illumination level for the parking lots shall be 1.0-foot candle as provided under Section 7.22 of the Zoning Ordinance.
5. That sound mitigation protocols be put in place on the interior adjoining wall, as well as, the southern concrete wall subject to the review and approval of the Inspection Department.
6. That repairs to the protective wall along the south property line, shall be resolved to the satisfaction of the Inspection Department.
7. That the entire outdoor play area shall be surrounded by five-foot (5') high vinyl privacy fencing.
8. That the parking lot shall be repaired, resealed and restriped to the satisfaction of the Inspection Department.
9. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
10. That the hours of operation for this childcare facility shall be limited to 6:00 a.m. to 7:00 p.m., Monday through Friday.

11. The outdoor play area shall be surrounded by landscaping or curb buffer to the satisfaction of the Planning Department.
12. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
13. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass. The trash dumpster area shall be maintained and, when not in use, closed at all times.
14. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
15. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

***FURTHER RESOLVED***, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

RECEIVED  
OFFICE OF THE CITY CLERK

2024 DEC 13 PM 3:52

CITY OF LIVONIA, MICHIGAN  
APPLICATION FOR WAIVER USE APPROVAL

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

For filing fee see below for computation

Date Filed: 12-13-24 Petition 2024-12-02-20  
Site Address: 28275 Five Mile Rd Sidwell \_\_\_\_\_ Zoning of Property \_\_\_\_\_  
Requesting Approval To Purchase property for a Licensed Childcare Center  
Applicant: Chenita Farmer Business/Company: Nene's Little Angels Daycare  
Applicant's Address: 17150 Inkster Rd City: Redford State: Mi Zip Code: 48240  
Applicant's Phone # (313) 917-1073 Applicant's Email nenesangels17@gmail.com  
Contact Person: Chenita Farmer Business/Company: nenesangels17@gmail.com  
Contact's Address: 17150 Inkster Rd City: Redford State: Mi Zip Code: 48240  
Contact's Phone # (313) 917-1073 Contact's Email nenesangels17@gmail.com

Please provide the following information:

- 1) **Site Plan** showing:
  - property dimensions, including road right-of-way & building setback lines
  - foot print of building(s), including dimensions & square footage
  - all easements, protective walls, sidewalks & existing trees
  - any significant topographic features (existing or proposed)
  - parking layout, including type of surface material, sizes of spaces & aisles
  - method used in calculating parking requirement
  - location of light standards servicing parking lot & cutout showing type & height
  - location of trash receptacle, including description of screening
  - location of signs
- 2) **Detailed Landscape Plan** including:
  - listing or labeling of all planted materials as to type and size
  - areas to be fully irrigated
  - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
  - architectural quality
  - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
  - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
  - floor layout
  - entrances & exits
  - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to [planning@livonia.gov](mailto:planning@livonia.gov)
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) **Three (3) completed application forms & three (3) sets of full-size drawings**

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

|                                                                                                                       |                                    |                                                                |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------|
| <b>FEE COMPUTATION</b>                                                                                                | <b>\$700.00</b>                    | <b>(\$400 publication fee plus \$300 base review fee) plus</b> |
| _____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction. | (NOTE: Round off to nearest 1,000) | +                                                              |
|                                                                                                                       | Total Amount Due                   | \$ _____                                                       |

Owner of Property: At Realestate LLC

Owner's Address: 28275 Five Mile Rd City: Livonia State: MI Zip Code: 48154

Owner's Phone # (248) 388-6009 Owner's Email ibrahimabubars@yahoo.com

Signature of Owner: \_\_\_\_\_ Print Name: Ibrahim Abubars

Subscribed and sworn to before me, a Notary Public in and for the County of Oakland State of MI

on this 13 day of December 20 24

Signature of Notary Monika My commission expires May 28, 2028

Acting in the County of Oakland

MONIKA YEOLE  
Notary Public - State of Michigan  
County of Oakland  
My Commission Expires May 28, 2028  
Acting in the County of Oakland

**RUF**

15360

**C-1**

15400

28342

28310

28290

28286

28282

28250

28120

28100

FIVE MILE ROAD

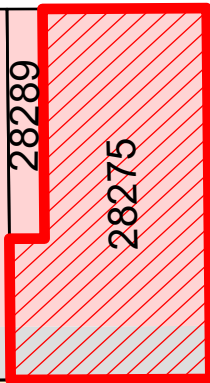
**C-2**

28343

28335

28301

28291



28289

28275

15230

15093

15182

15081

**RUF**

15136

15061

15100

15031

LYONS STREET

**C-1**

15106

28251

28225

2809

**P**

15104

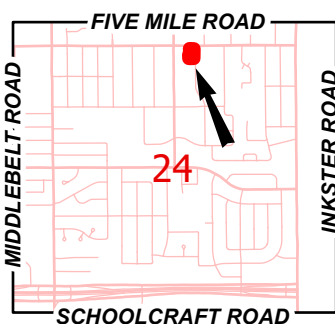
15082

15072

15062

15032

HARRISON STREET



## Address & Zoning Map

Petition 2024-12-02-20

Nene's Little Angels

28275 Five Mile Road



Not to Scale

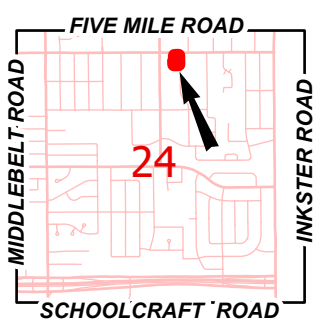


City of Livonia  
Planning Department



**FIVE MILE ROAD**

**LYONS ROAD**



## **Aerial Map**

Petition 2024-12-02-20  
Nene's Little Angels  
28275 Five Mile Road



Not to Scale



City of Livonia  
Planning Department



# PLANNING COMMISSION STAFF NOTES

## PUBLIC HEARING

### ITEM 1

**Petition 2024-12-02-20 submitted by Nene's Little Angels Daycare requesting** waiver use approval pursuant to Section 6.13 of the Livonia Zoning Ordinance, to operate a day care nursery at 28275 Five Mile Road, located on the southwest corner of Five Mile Road and Lyons Street in the Northeast  $\frac{1}{4}$  of Section 24.

#### **January 07, 2024: Study Meeting:**

This petition involves a request to operate a child day care nursery (Nene's Little Angels) on the corner of Five Mile Road and Lyons Street. The subject property is 21,131 square feet in area, with approximately 93 feet of frontage along Five Mile Road and 210 feet along Lyons Street. The site is split zoned C-1 (Local Business) in the first 180 feet and the remaining 30 feet is zoned P (Parking). Regulations pertaining to child day care nurseries require a waiver use approval under Section 6.13 of the Livonia Zoning Ordinance. The site contains an existing one-story building measuring fifteen feet (15') in height. The building's footprint measures 3,606 square feet in size. The building was previously occupied by Livonia Urgent Care & Medical Center but currently sits vacant. Based on the submitted floor plan, Nene's Little Angels would occupy the entire building, which consists of a ground level floor and basement level.

The petition building shares an interior wall with the adjacent parcel to the west, which is also split zoned between C-1 and P. Parcels across Five Mile Road are all zoned C-1. To the east across Lyons Street are two (2) vacant parcels split zoned C-1 and RUF (Rural Urban Farm). Parcels to the south and southeast contain single family homes that are all zoned RUF.

The Petitioner submitted a business plan that expects to be licensed for approximately 90 children and operate with thirteen (13) teachers and two (2) administrative staff members. Child age ranges are anticipated to be from six (6) weeks to 5 years old.

The submitted floor plan for the main level shows an interior layout that would include a vestibule lobby and reception area, four (4) classrooms, an office, a kitchenette and restrooms. The basement shows one (1) additional classroom, restrooms and a laundry room.

Vehicular access to the site is provided by two (2) existing driveways off Lyons Street. The required parking for day care nurseries is based on one (1) parking space per 250 square feet. The petition building has a gross floor area of (3,606 x .80) 2,885 square feet and requires twelve (12) parking spaces. The site plan shows a total of twenty-four (24) available parking spaces.

A special requirement of the Zoning Ordinance pertaining to child day care centers requires that an outdoor play area be provided containing an area not less than 5,000

# PUBLIC HEARING

## ITEM 1 Petition 2024-12-02-20 – Nene’s Little Angels Daycare

Page 2

square feet. The site plan shows 3,000 square feet of fenced outdoor play area, located directly south of the building. City Council can waive the 5,000 square foot requirement with approval of the State regulatory body. The outdoor play area would be surrounded by a new five foot (5') high fence of unspecified material. Access to the play area is provided by two (2) gates at the north side of the enclosure. The site plan identifies an exit only emergency gate in the southeast corner of the play area.

The existing dumpster is located at the south end of the building and the site plan shows the dumpster enclosure to remain in place. No other details are provided on the dumpster enclosure.

The zoning ordinance requires landscaping of at least three (3) deciduous or evergreen trees, one (1) ornamental trees, and nineteen (19) shrubs along Five Mile Road. Along Lyons Street the zoning ordinance requires at least four (4) deciduous or evergreen trees, two (2) ornamental trees, and thirty-two (32) shrubs. No landscape plan was submitted for this petition.

Elevation plans show the previously covered windows on the north and east sides of the building would be daylighted. On the north elevation two (2) new doors and one (1) new window would be created. On the east elevation there would be one (1) new door and two (2) new windows. The plans also show a proposed wall sign on the east elevation, above the main entryway, but no size is listed.

### January 14, 2025: Public Hearing:

**Approving Resolution:** That this request to operate a day care nursery (Nene’s Little Angels) at 28275 Five Mile Road is hereby approved, subject to City Council waiving the minimum size requirement for the outdoor play area and the following conditions:

1. That the Site Plan, labeled G001 on plans dated December 05, 2024, is hereby approved and shall be adhered to.
2. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
3. All light fixtures shall not exceed twenty feet (20') in height and shall be shielded to minimize glare trespassing on adjacent properties and roadways.
4. The overall average illumination level for the parking lots shall be 1.0-foot candle as provided under Section 7.22 of the Zoning Ordinance.

## PUBLIC HEARING

5. That the entire outdoor play area shall be surrounded by five-foot (5') high vinyl privacy fencing.
6. That the parking lot shall be repaired, resealed and restriped to the satisfaction of the Inspection Department.
7. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required.
8. That the hours of operation for this childcare facility shall be limited to 6:00 a.m. to 7:00 p.m., Monday through Friday.
9. The outdoor play area shall be surrounded by landscaping or curb buffer to the satisfaction of the Planning Department.
10. That all disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
11. That the three walls of the trash dumpster area shall be constructed out of building materials that shall complement that of the building. The enclosure gates shall be of solid panel steel construction or durable, long-lasting solid panel fiberglass. The trash dumpster area shall be maintained and, when not in use, closed at all times.
12. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
13. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

**Denying Reasons:** That this request to operate a day care nursery (Nene’s Little Angels) at 28275 Five Mile Road is hereby denied for the following reasons:

1. That the petitioner has failed to comply with all general standards and requirements as set forth in Section 6.13 of the Livonia Zoning Ordinance.
2. That the location and layout of the site plan, the number of children proposed for this childcare facility, and the traffic generated by the proposed use would have a negative effect upon the neighboring properties.

## **PUBLIC HEARING**

**ITEM 1   Petition 2024-12-02-20 – Nene’s Little Angels Daycare**

**Page 4**

3. That during peak drop-off and pick-up times the proposed use would unduly tax and conflict with the established and normal traffic flow of the area.
4. That approving this request would allow a use that is inconsistent with the surrounding land uses; and
5. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.







PLANNING COMMISION

NEW DATA

ATTACHED

NENE'S  
LITTLE  
ANGELS

28275 Five Mile Rd  
Livonia, MI 48154

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ARCHITECTS  
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THE ARRANGEMENTS DEPICTED HEREIN ARE THE SOLE  
PROPERTY OF developARCHITECTURE. ARCHITECTS, AND  
MAY NOT BE REPRODUCED WITHOUT ITS WRITTEN  
PERMISSION

NOTE:  
1. ALL BIDDERS SHALL VISIT THE SITE AND BECOME  
FAMILIAR W/ THE EXISTING CONDITIONS AND  
REQUIREMENTS OF THE PROJECT AND SHALL NOTIFY  
THE ARCHITECT OF ANY ERRORS AND OMISSIONS  
SUBSEQUENTLY DISCOVERED IN THE CONTRACT  
DOCUMENTS.  
2. THE CONTRACT DOCUMENTS ARE COMPRISED OF THE  
DRAWINGS AND THE PROJECT MANUAL IN THEIR  
ENTIRETY. THE INFORMATION IN THESE DOCUMENTS IS  
DEPENDENT UPON AND COMPLEMENTARY OF EACH  
OTHER. SEPARATION OF THE CONTRACT DOCUMENTS  
SHALL NOT BE PERMITTED. IF THE CONTRACTOR  
CHOICES TO SEPARATE THE DOCUMENTS, THEY DO SO  
AT THEIR OWN RISK AND EXPENSE.  
3. ADDITIONALLY, SEE GENERAL INFORMATION ON "A1"  
SHEETS  
4. THE CLIENT ACKNOWLEDGES THE CONSULTANTS  
(ARCHITECT) DRAWINGS AND SPECIFICATION, INCLUDING  
ALL DOCUMENTS ON ELECTRONIC MEDIA AS  
INSTRUMENTS OF THE CONSULTANTS (ARCHITECT)  
PROFESSIONAL SERVICE. THE CLIENT SHALL NOT REUSE  
OR MAKE OR PERMIT TO BE MADE ANY MODIFICATION TO  
THE DRAWINGS AND SPECIFICATIONS WITHOUT THE  
PRIOR WRITTEN AUTHORIZATION OF THE CONSULTANT  
(ARCHITECT). THE CLIENT AGREES TO WAIVE ANY CLAIM  
AGAINST THE CONSULTANT (ARCHITECT) ARISING FROM  
ANY UNAUTHORIZED TRANSFER, REUSE OR  
MODIFICATION OF THE DRAWINGS AND SPECIFICATIONS.  
5. ARCHITECT CANNOT WARRANT THE ACCURACY OF DATA  
CONTAINED HEREIN. ANY USE OR REUSE OF ORIGINAL  
OR ALTERED CAD DESIGN MATERIALS BY THE USER OR  
OTHER PARTIES WITHOUT THE REVIEW AND WRITTEN  
APPROVAL OF THE ARCHITECT SHALL BE AT THE SOLE  
RISK OF THE USER. FURTHERMORE, USER AGREES TO  
DEFEND, INDEMNIFY, AND HOLD ARCHITECT HARMLESS  
FROM ALL CLAIMS, INJURIES, DAMAGES, LOSSES,  
EXPENSES, AND ATTORNEY'S FEES ARISING OUT OF THE  
MODIFICATION OR REUSE OF THESE MATERIALS.  
6. THESE DRAWINGS AS PART OF THE CONTRACT  
DOCUMENTS ARE DIAGRAMMATIC AND ARE NOT  
INTENDED TO DEFINE EXACT QUANTITIES. LOCATIONS OR  
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PERLIMINARY  
DOCUMENTS

DATE: 12-5-24  
PROJECT #: 24011

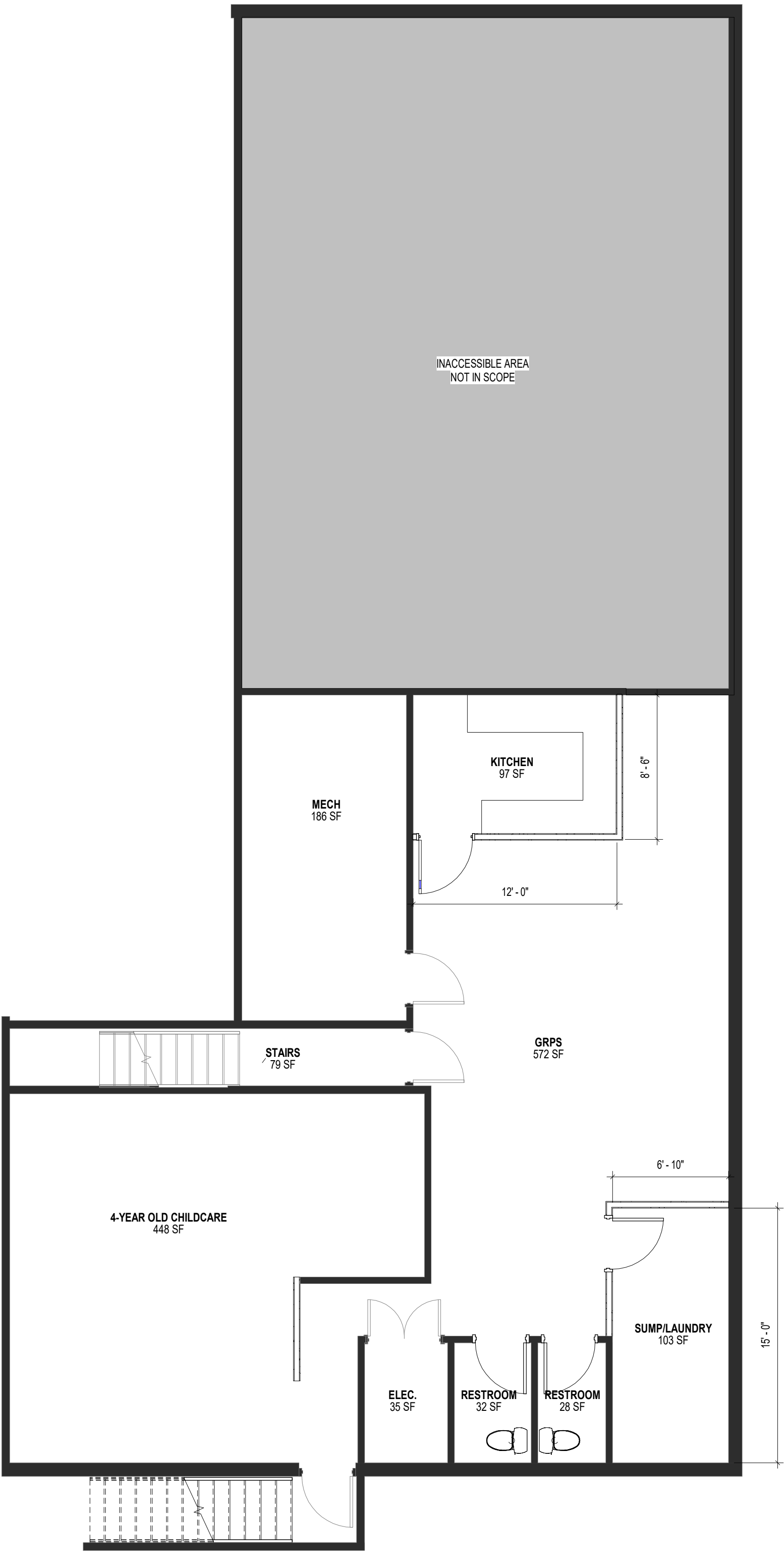
Description Date

FIRST FLOOR  
PLAN

A101

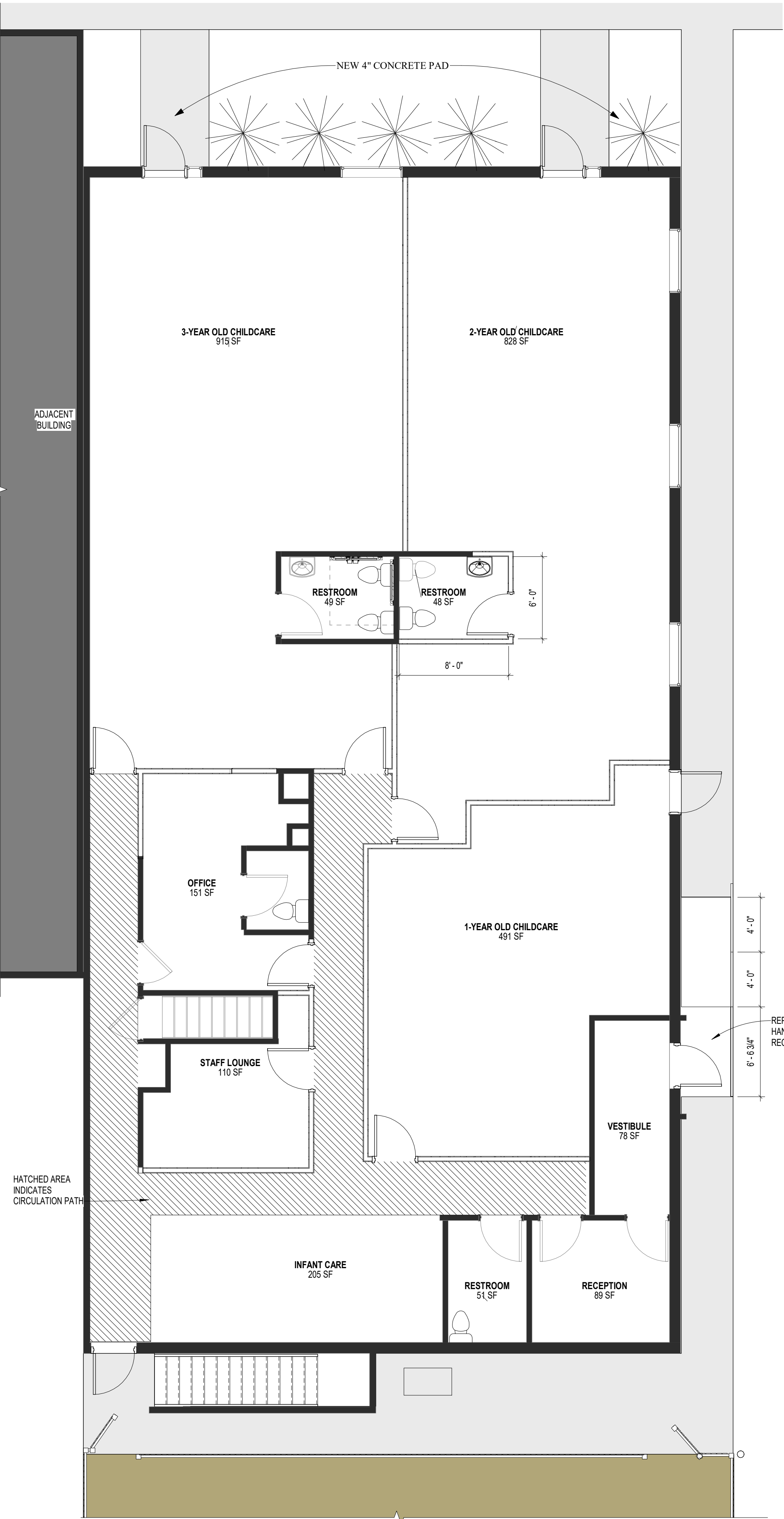
developARCHITECTURE

607 SHELBY SUITE 723 DETROIT, MI 48226  
P: 313-600-4121



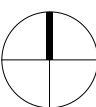
BASEMENT FLOOR PLAN

3/16" = 1'-0"



1ST FLOOR PLAN

3/16" = 1'-0"



NOT FOR CONSTRUCTION



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PROPOSED NORTH ELEVATION - NOT TO SCALE



PROPOSED EAST ELEVATION - NOT TO SCALE



EXISTING SOUTH ELEVATION

# PLANNING COMMISION

## NEW DATA

## ATTACHED

**NENE'S  
LITTLE  
ANGELS**  
28275 Five Mile Rd  
Livonia, MI 48154  
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MAY NOT BE REPRODUCED WITHOUT ITS WRITTEN  
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NOT FOR CONSTRUCTION

## PERLIMINARY DOCUMENTS

DATE: 12-31-24  
PROJECT #: 24011

| # | Description | Date |
|---|-------------|------|
|---|-------------|------|

## EXISTING EXTERIOR ELEVATIONS

# A200

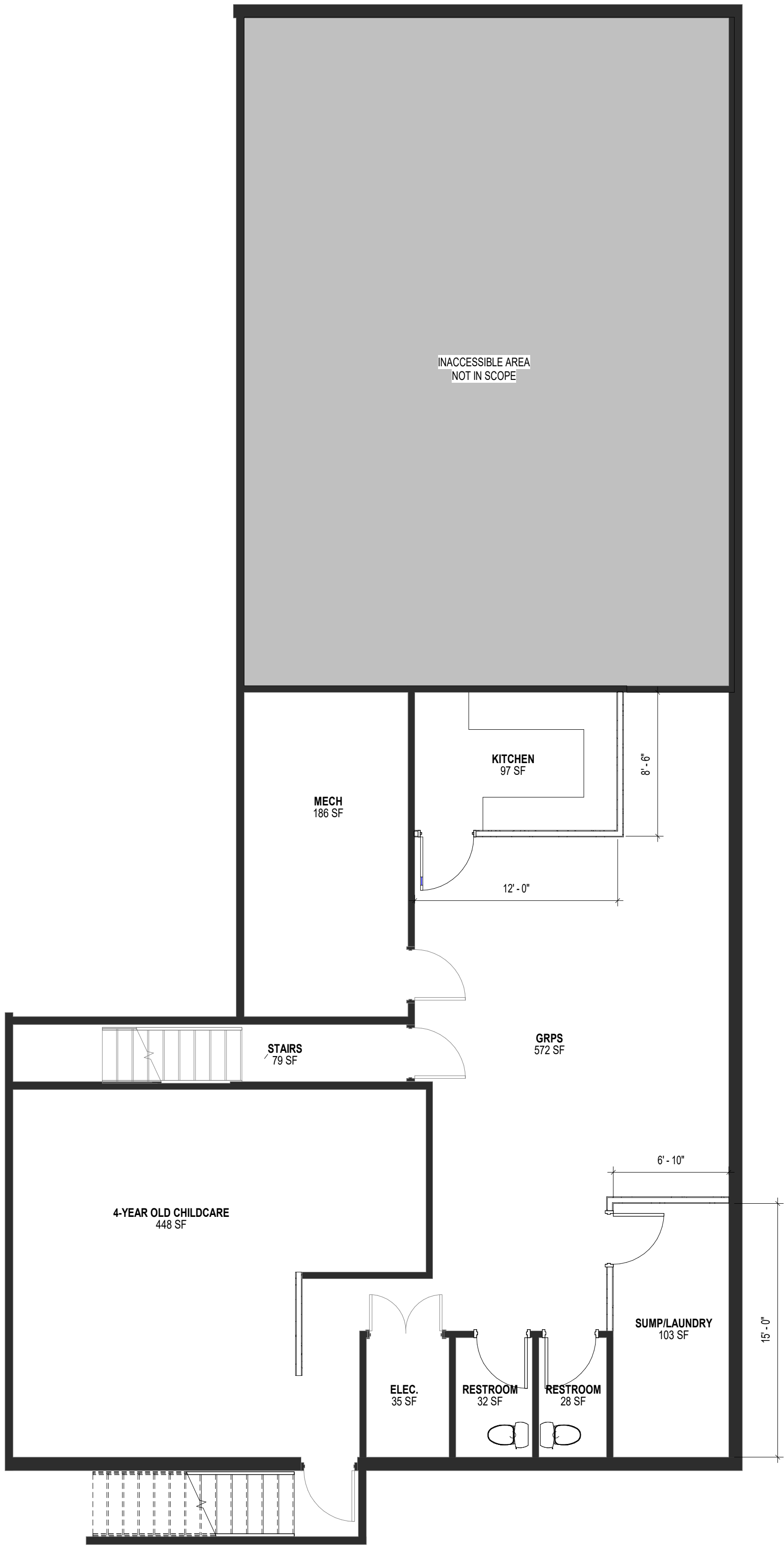
develop  
**ARCHITECTURE**  
607 SHELBY SUITE 723 DETROIT, MI 48226  
P: 313-600-4121





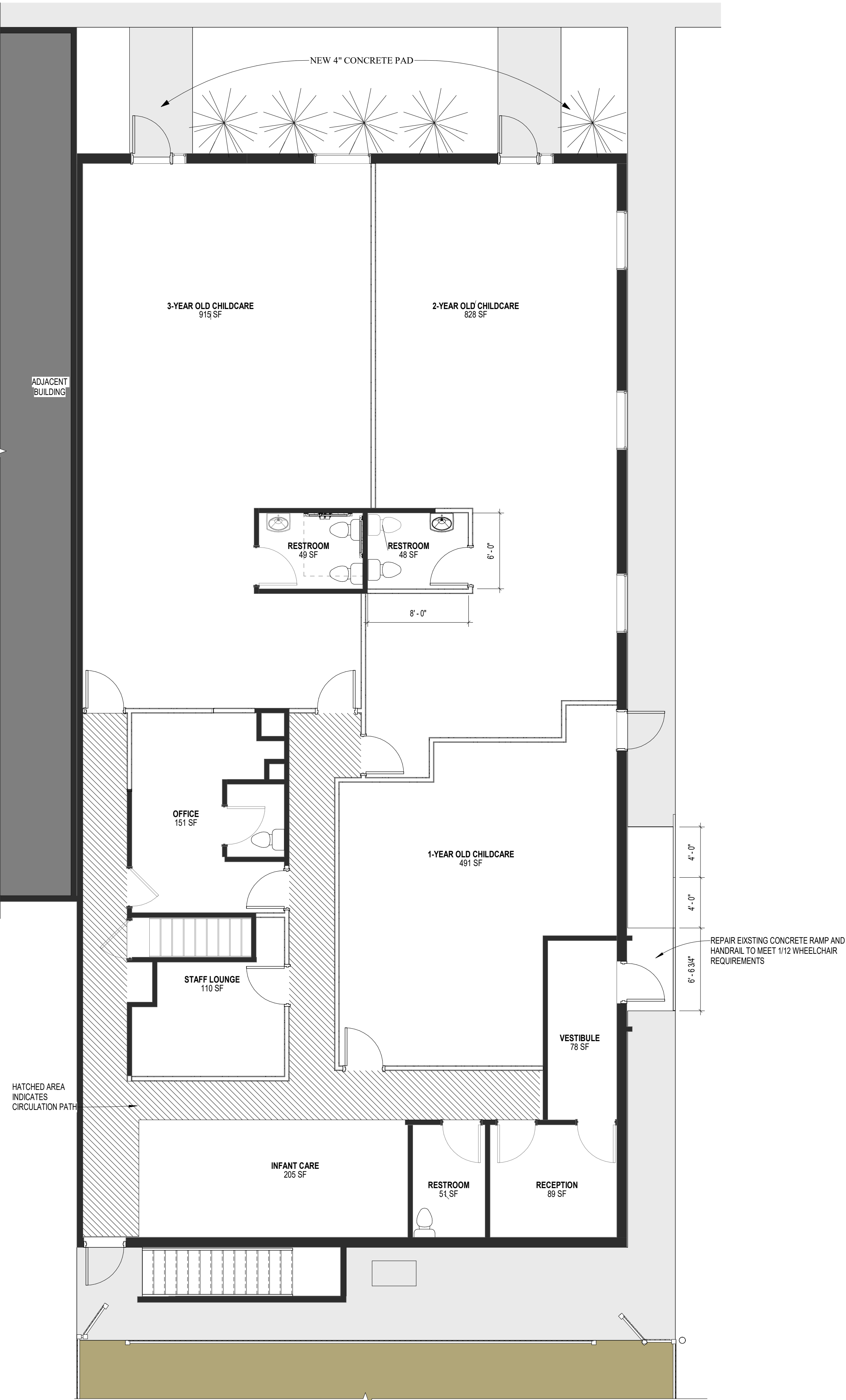


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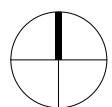
BASEMENT FLOOR PLAN

3/16" = 1'-0"



1ST FLOOR PLAN

3/16" = 1'-0"



- GENERAL NOTES**
- CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS.
  - CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR TO BALANCE EXISTING HVAC SYSTEM.
  - CONTRACTOR TO COORDINATE WITH PLUMBING CONTRACTOR TO INSTALL PLUMBING FIXTURES.
  - CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR TO INSTALL ELECTRICAL FIXTURES.
  - CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS.
  - ALL FIXTURES AND FINISHES ARE BASIS OF DESIGN. CONTRACTOR TO COORDINATE WITH OWNER ON FINAL SELECTIONS.
  - PROVIDE GFCI RECEPTACLE COMPLYING WITH NEC SECTION 210.52(D). VERIFY LOCATION OF MOUNTING WITH ARCHITECT'S REPRESENTATIVE IN THE FIELD. COORDINATE WITH MIRROR, TOWEL BARS, ETC. FOR LOCATION PRIOR TO ROUGH-IN. PROVIDE 20 AMP 1P BREAKER FOR NEW RESTROOM CIRCUIT. PROVIDE #12 AWG CU CABLE WITH #12 AWG CU GROUND. CONNECT NEW LIGHTING SWITCH LEADS. EXHAUST FANS TO NEW CIRCUIT. PROVIDE JUNCTION BOX UNDER VANITY CABINET FOR CIRCULATION PUMP CONNECTED TO CIRCUIT.
  - CONTRACTOR TO COORDINATE WITH OWNER ON PAINT COLOR.
  - CONTRACTOR TO COORDINATE WITH OWNER ON CABINET AND COUNTERTOP FINISHES.
  - ALL LOCATIONS WITH WATER TO HAVE MOISTURE RESISTANT GYPSUM BOARD.
  - REMOVE ALL INTERIOR WOOD WALL PANELING AND REPLACE WITH GYPSUM BOARD.
  - CONTRACTOR TO COORDINATE WITH OWNER TO INSTALL CORNER GUARDS/PADDING AT EXPOSED LOCATIONS.
  - ALL LOCATIONS WITH WATER TO HAVE MOISTURE RESISTANT GYPSUM BOARD.

## NENE'S LITTLE ANGELS

28275 Five Mile Rd  
Livonia, MI 48154  
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## PERLIMINARY DOCUMENTS

DATE: 12-5-24  
PROJECT #: 24011

Description Date

## FIRST FLOOR PLAN

# A101

developARCHITECTURE  
607 SHELBY SUITE 723 DETROIT, MI 48226  
P: 313-600-4121

NOT FOR CONSTRUCTION



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PROPOSED NORTH ELEVATION - NOT TO SCALE



PROPOSED EAST ELEVATION - NOT TO SCALE



EXISTING SOUTH ELEVATION

**NENE'S  
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NOT FOR CONSTRUCTION

## PERLIMINARY DOCUMENTS

DATE: 12-31-24  
PROJECT #: 24011

# Description Date

## EXISTING EXTERIOR ELEVATIONS

# A200

develop  
ARCHITECTURE  
607 SHELBY SUITE 723 DETROIT, MI 48226  
P: 313-600-4121



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.  
CITY ENGINEER

DAVID W. LEAR, P.E.  
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN  
MAYOR

DONALD R ROHRAFF  
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48150  
(734) 466-2571  
FAX: (734) 466-2195

December 30, 2024

Mr. Jacob Uhazie  
Assistant Planning Director  
City of Livonia

**Re: Petition 2024-12-02-20 – #28275 Five Mile Road**

Dear Mr. Uhazie:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items:

1. The subject parcel is assigned the address of **#28275 Five Mile Road**. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained.
2. The existing parcel is currently serviced by public sanitary sewer and water main, and private storm sewer. The submitted drawings do not include any proposed utility information or calculations, so we cannot comment on any proposed impacts to the existing systems at this time.
3. Although the drawings do not indicate any future utility information, it should be noted the any proposed re-development other than building renovations will be required to provide storm water improvements and detention per the Wayne County Stormwater Ordinance.
4. Any disturbances with the Five Mile Road right-of-way will require permits through the Wayne County Department of Public Service, including drive approach and sidewalk removals and placements.



To: Mr. Jacob Uhazie  
Re: Petition 2024-12-02-20 – 28275 Five Mile Road

December 30, 2024  
Page 2

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at [dlear@livonia.gov](mailto:dlear@livonia.gov) or [tzilincik@livonia.gov](mailto:tzilincik@livonia.gov).

Sincerely,

  
\_\_\_\_\_  
David W. Lear, P.E.  
Assistant City Engineer

cc: 2024 Petition File

DEPARTMENT OF PUBLIC SAFETY  
LIVONIA FIRE & RESCUE

ROBERT JENNISON  
FIRE CHIEF



MAUREEN MILLER BROSNAN  
MAYOR

14910 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48154-5419  
734-466-2444  
734-466-2082 fax

**DATE:** January 6, 2025  
**TO:** Scott O. Miller, Planner IV  
**FROM:** Livonia Fire Prevention Division  
**SUBJECT:** **Petition 2024-12-02-20, 28275 Five Mile, Nene's Little Angels Daycare**

This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on the property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

Smoke detectors in every room, plan review on amount and location of Carbon Monoxide detectors.

Due to building not being suppressed with sprinklers with a below grade level, curious as to ratio of child to staff and a written plan for evacuation procedures.

**A further detailed plan review will take place when this division receives an official plan set.**

Sincerely,

*Brian Kukla*

Brian Kukla  
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY  
LIVONIA FIRE & RESCUE

ROBERT JENNISON  
FIRE CHIEF



MAUREEN MILLER BROSNAN  
MAYOR

14910 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48154-5419  
734-466-2444  
734-466-2082 fax

**DATE:** February 13, 2025

**TO:** Scott O. Miller, Planner IV / Jacob Uhazie

**FROM:** Livonia Fire Prevention Division

**SUBJECT: Petition 2024-12-02-20, 28275 Five Mile, Nene's Little Angels Daycare  
*Updated Review per request from J. Uhazie***

This office has reviewed the site plan submitted in connection with a request to renovate a commercial building on the property located at the above referenced address.

We have no objections to this proposal with the following stipulations:

- Can Concrete planters and boulders be moved closer together to deter vehicles from entering the outdoor play area accidentally or otherwise?
- Walls for electrical room in the basement need to be rated since egress pathway of 4-year-old childcare area runs along electrical room wall.
- Stated in Code Summary regarding the install of Carbon Monoxide and smoke detectors to include but not limited to: laundry room, kitchen, electrical and mechanical rooms.
- What kind of cooking in the basement kitchen? If strictly reheating, microwave **only** suggested. If using residential stove, suppression system may be required as well as ventilation/duct system to the outside of the building.
- Both stairways from basement to 1<sup>st</sup> floor shall remain for emergency egress.
- The door from the Reception area to the Vestibule is an inward swing. Since this is the closest egress route from the Reception area, the door should swing outward from the Reception area to the Vestibule.

- Due to the building not being suppressed with sprinklers with a below grade level, curious as to **ratio of child to staff and a written plan for evacuation procedures and training of staff.**
- Provide flame ratings of the tension fabric shades in the final plan set.

**A further detailed plan review will take place when this division receives an official plan set.**

Sincerely,

*Brian Kukla*

Brian Kukla  
Fire Marshal

**DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF POLICE**

**THOMAS GORALSKI**  
CHIEF OF POLICE



**MAUREEN MILLER BROSAN**  
MAYOR

15050 Farmington Road  
Livonia, Michigan 48154-5499  
(734) 466-2470  
FAX: (734) 261-2265

January 6<sup>th</sup> 2025

Mr. Scott Miller  
City of Livonia Planning Dept  
33000 Civic Center Drive  
Livonia, MI 48154

**Re: Petition 2024-12-02-20 – 28275 Five Mile**

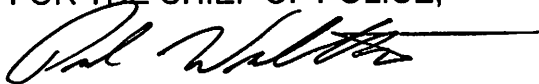
Mr. Miller,

I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,



Paul Walters, Sergeant  
Traffic Bureau  
(734) 466-2107

**INSPECTION DEPARTMENT**

BUILDING  
HEATING  
PLUMBING  
ELECTRICAL  
ZONING  
ENVIRONMENTAL PROTECTION  
ORDINANCE ENFORCEMENT



**MAUREEN MILLER BROSNAN**  
MAYOR

**JEROME A. HANNA**  
DIRECTOR

33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2580  
FAX: (734) 466-2095

Date: January 13, 2025

To: Jacob Uhazie

From: Jerome Hanna

RE: Petition 2024-12-02-20 – 28275 Five Mile

Pursuant to your request, the above-referenced Petition has been reviewed.

1. This petition is a change of use and requires the building to meet all current Michigan Building Codes, including the Michigan Barrier Free Code. This will be addressed further at the time of our plan review if this project moves forward.
2. The parking lot shall be repaired and restriped as necessary. Parking spaces shall be double-striped and 10' wide by 20' deep.
3. Signage has not been reviewed.

This Department has no further objections to this Petition.

I trust this provides the requested information.

*Jerome Hanna*

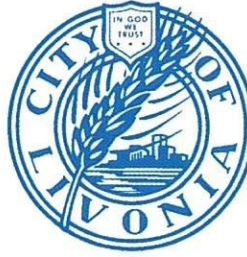
Jerome Hanna  
Director of Inspection



DEPARTMENT OF FINANCE

Debra Peck Lichtenberg, CPA  
DIRECTOR OF FINANCE

Connie Kumpula  
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN  
MAYOR

33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2260  
FAX: (734) 421-1807

December 30, 2024

Mr. Jacob Uhazie  
Planning Commission  
33000 Civic Center Drive  
Livonia, MI 48154

Petition 2024-12-02-20 - 28275 Five Mile

Dear Mr. Uhazie,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula  
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

**SUSAN M. NASH**  
CITY TREASURER



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3060  
(734) 466-2245  
FAX: (734) 421-7230

December 27, 2024

RE: 28275 Five

Attention: Livonia Planning Commission

As of today the summer 2024 taxes of \$8,006.02 have not been paid on this property and the winter taxes of \$6,847.98 are due February 14,2025.

I have attached copies of the tax bills

If you have any further questions, please contact me

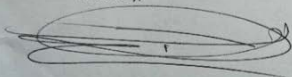
Thank you

Susan Nash  
Livonia City Treasurer

To whom it may concern,

We shall pay any outstanding property taxes on the property commonly known as 28275 Five Mile Rd, Livonia, Michigan at closing. The title company has already collected all of the property tax information required and will be sending out the payments on our behalf, from the sale proceeds provided by the Purchaser Nene's Little Angels Holding, LLC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ibrahim Abubars', enclosed within a large, loopy oval scribble.

Ibrahim Abubars  
AT Realestate, LLC

**1/12/25**

| <p align="center"><b>MESSAGE TO TAXPAYER</b></p> <p>VISIT <a href="http://WWW.LIVONIATAX.ORG">WWW.LIVONIATAX.ORG</a> FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, PLEASE PUT YOUR PROPERTY NUMBER ON THE MEMO LINE OF YOUR CHECK. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.</p> | <p align="center"><b>PAYMENT INFORMATION</b></p> <p>This tax is due by: <b>09/16/2024</b></p> <p>Pay by mail to: CITY OF LIVONIA<br/>TREASURER'S OFFICE<br/>33000 CIVIC CENTER DRIVE<br/>LIVONIA, MI 48154-3060</p> <p>Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check.</p> <p align="center">**See reverse side for additional information**</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
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| <p align="center"><b>PROPERTY INFORMATION</b></p> <p>Property Assessed To:<br/>AT REALESTATE LLC<br/>28275 FIVE MILE<br/>LIVONIA, MI 48154</p> <p>Prop #: 093 02 0051 003      School: LIVONIA PUBLIC<br/>Prop Addr: 28275 FIVE MILE</p> <p>Legal Description:<br/>24C51B1B B2 52 DUTCH MILL GARDENS T1SR9E L68 P70 WCR<br/>THE E 33FT OF LOT 51 EXC THE N 130FT OF THE W 20FT<br/>THEREOF ALSO LOT 52</p>                                                                   | <p align="center"><b>TAX DETAIL</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Taxable Value:</td> <td style="width: 20%; text-align: right;">246,783</td> <td style="width: 20%;">COMMERCIAL-</td> </tr> <tr> <td>State Equalized Value:</td> <td style="text-align: right;">282,200</td> <td>Class: 201</td> </tr> <tr> <td>PRE/MBT %:</td> <td style="text-align: right;">0.0000</td> <td></td> </tr> </table> <p>Sent to: PROPERTY OWNER</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">MILLAGE</th> <th style="text-align: right;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>SCHOOLCRAFT CC</td> <td style="text-align: right;">2.27000</td> <td style="text-align: right;">560.19</td> </tr> <tr> <td>WAYNE CNTY OPER</td> <td style="text-align: right;">5.59130</td> <td style="text-align: right;">1,379.83</td> </tr> <tr> <td>SCHOOL DEBT</td> <td style="text-align: right;">2.05000</td> <td style="text-align: right;">505.90</td> </tr> <tr> <td>CNTY ISD SPEC ED</td> <td style="text-align: right;">3.33280</td> <td style="text-align: right;">822.47</td> </tr> <tr> <td>STATE EDUCATION</td> <td style="text-align: right;">6.00000</td> <td style="text-align: right;">1,480.69</td> </tr> <tr> <td>SCH SINKING FUND</td> <td style="text-align: right;">0.78700</td> <td style="text-align: right;">194.21</td> </tr> <tr> <td>SCHOOL OPERATING</td> <td style="text-align: right;">9.00000</td> <td style="text-align: right;">2,221.04</td> </tr> <tr> <td>CNTY ISD OPER</td> <td style="text-align: right;">0.09520</td> <td style="text-align: right;">23.49</td> </tr> <tr> <td>WCRESA ENHANCE</td> <td style="text-align: right;">1.98120</td> <td style="text-align: right;">488.92</td> </tr> <tr> <td colspan="2"><br/>Total Tax</td> <td style="text-align: right;"><br/>31.10750</td> </tr> <tr> <td colspan="2">Administration Fee</td> <td style="text-align: right;">22.21</td> </tr> <tr> <td colspan="2">Interest:</td> <td style="text-align: right;">307.07</td> </tr> <tr> <td colspan="2"><b>TOTAL AMOUNT DUE</b></td> <td style="text-align: right;"><b>8,006.02</b></td> </tr> </tbody> </table> | Taxable Value:  | 246,783 | COMMERCIAL- | State Equalized Value: | 282,200 | Class: 201 | PRE/MBT %: | 0.0000 |  | DESCRIPTION | MILLAGE | AMOUNT | SCHOOLCRAFT CC | 2.27000 | 560.19 | WAYNE CNTY OPER | 5.59130 | 1,379.83 | SCHOOL DEBT | 2.05000 | 505.90 | CNTY ISD SPEC ED | 3.33280 | 822.47 | STATE EDUCATION | 6.00000 | 1,480.69 | SCH SINKING FUND | 0.78700 | 194.21 | SCHOOL OPERATING | 9.00000 | 2,221.04 | CNTY ISD OPER | 0.09520 | 23.49 | WCRESA ENHANCE | 1.98120 | 488.92 | <br>Total Tax |  | <br>31.10750 | Administration Fee |  | 22.21 | Interest: |  | 307.07 | <b>TOTAL AMOUNT DUE</b> |  | <b>8,006.02</b> |
| Taxable Value:                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 246,783                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | COMMERCIAL-     |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| State Equalized Value:                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 282,200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Class: 201      |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| PRE/MBT %:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MILLAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | AMOUNT          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| SCHOOLCRAFT CC                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2.27000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 560.19          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| WAYNE CNTY OPER                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 5.59130                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1,379.83        |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| SCHOOL DEBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2.05000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 505.90          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| CNTY ISD SPEC ED                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 3.33280                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 822.47          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| STATE EDUCATION                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 6.00000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1,480.69        |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| SCH SINKING FUND                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.78700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 194.21          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| SCHOOL OPERATING                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9.00000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 2,221.04        |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| CNTY ISD OPER                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.09520                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 23.49           |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| WCRESA ENHANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1.98120                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 488.92          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| <br>Total Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <br>31.10750    |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| Administration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 22.21           |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| Interest:                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 307.07          |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| <b>TOTAL AMOUNT DUE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>8,006.02</b> |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |
| <p align="center"><b>OPERATING FISCAL YEARS</b></p> <p>The taxes on bill will be used for governmental operations for the following fiscal year(s):</p> <p>County: OCTOBER 01 - SEPTEMBER 30<br/>Twn/Cty: DECEMBER 01 - NOVEMBER 30<br/>School: JULY 01 - JUNE 30<br/>State: OCTOBER 01 - SEPTEMBER 30</p> <p>Does NOT affect when the tax is due or its amount</p>                                                                                                          | <p align="center"><b>RETAIN THIS PORTION FOR YOUR RECORDS.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |         |             |                        |         |            |            |        |  |             |         |        |                |         |        |                 |         |          |             |         |        |                  |         |        |                 |         |          |                  |         |        |                  |         |          |               |         |       |                |         |        |               |  |              |                    |  |       |           |  |        |                         |  |                 |

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: **PROPERTY OWNER**

Pay this tax to:

CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

**PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH  
SELF ADDRESSED STAMPED ENVELOPE FOR A PAID RECEIPT**

This tax is due by: **09/16/2024**

After 09/16/2024 additional interest and fees apply

2024 Summer Tax for Prop #: **093 02 0051 003**

**TAXPAYER NOTE:** Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.

Property Addr: 28275 FIVE MILE

**(Partial payments are accepted)**  
Make Check Payable To: **CITY OF LIVONIA**

TOTAL AMOUNT DUE: **8,006.02**

Amount Remitted: \_\_\_\_\_

To: AT REALESTATE LLC  
P O BOX 251711  
WEST BLOOMFIELD MI 48325

Check# \_\_\_\_\_

Cash \_\_\_\_\_





| <p align="center"><b>MESSAGE TO TAXPAYER</b></p> <p>VISIT <a href="http://WWW.LIVONIATAX.ORG">WWW.LIVONIATAX.ORG</a> FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, PLEASE PUT YOUR PROPERTY NUMBER ON THE MEMO LINE OF YOUR CHECK. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.</p> | <p align="center"><b>PAYMENT INFORMATION</b></p> <p>This tax is due by: <b>02/14/2025</b></p> <p>Pay by mail to: CITY OF LIVONIA<br/>TREASURER'S OFFICE<br/>33000 CIVIC CENTER DRIVE<br/>LIVONIA, MI 48154-3060</p> <p><b>Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check.</b></p> <p align="center">**See reverse side for additional information**</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
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| <p align="center"><b>PROPERTY INFORMATION</b></p> <p>Property Assessed To:<br/>AT REALESTATE LLC<br/>28275 FIVE MILE<br/>LIVONIA, MI 48154</p> <p>Prop #: 093 02 0051 003      School: LIVONIA PUBLIC<br/>Prop Addr: 28275 FIVE MILE</p> <p>Legal Description:<br/>24C51B1B B2 52 DUTCH MILL GARDENS T1SR9E L68 P70 WCR<br/>THE E 33FT OF LOT 51 EXC THE N 130FT OF THE W 20FT<br/>THEREOF ALSO LOT 52</p>                                                                   | <p align="center"><b>TAX DETAIL</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Taxable Value:</td> <td style="width: 20%; text-align: right;">246,783</td> <td style="width: 20%;">COMMERCIAL-I</td> </tr> <tr> <td>State Equalized Value:</td> <td style="text-align: right;">282,200</td> <td>Class: 201</td> </tr> <tr> <td>PRE/MBT %:</td> <td style="text-align: right;">0.0000</td> <td></td> </tr> </table> <p>Sent to: PROPERTY OWNER</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">MILLAGE</th> <th style="text-align: right;">AMOUNT</th> </tr> </thead> <tbody> <tr><td>CITY</td><td style="text-align: right;">13.16380</td><td style="text-align: right;">3,248.60</td></tr> <tr><td>WAYNE COUNTY</td><td style="text-align: right;">0.97950</td><td style="text-align: right;">241.72</td></tr> <tr><td>SCHOOL DEBT</td><td style="text-align: right;">2.05000</td><td style="text-align: right;">505.90</td></tr> <tr><td>HURON CLINTON MA</td><td style="text-align: right;">0.20620</td><td style="text-align: right;">50.88</td></tr> <tr><td>WAYNE CTY SAFETY</td><td style="text-align: right;">0.93270</td><td style="text-align: right;">230.17</td></tr> <tr><td>SCHOOL OPERATING</td><td style="text-align: right;">9.00000</td><td style="text-align: right;">2,221.04</td></tr> <tr><td>SCH SINKING FUND</td><td style="text-align: right;">0.78700</td><td style="text-align: right;">194.21</td></tr> <tr><td>WAYNE CTY PARKS</td><td style="text-align: right;">0.24330</td><td style="text-align: right;">60.04</td></tr> <tr><td>ZOO AUTHORITY</td><td style="text-align: right;">0.09880</td><td style="text-align: right;">24.38</td></tr> <tr><td>ART INSTITUTE</td><td style="text-align: right;">0.19790</td><td style="text-align: right;">48.83</td></tr> <tr><td colspan="2">Total Tax</td><td style="text-align: right;">27.65920</td></tr> <tr><td colspan="2">Administration Fee</td><td style="text-align: right;">6,825.77</td></tr> <tr><td colspan="2"></td><td style="text-align: right;">22.21</td></tr> <tr><td colspan="2"><b>TOTAL AMOUNT DUE</b></td><td style="text-align: right;"><b>6,847.98</b></td></tr> </tbody> </table> | Taxable Value:  | 246,783 | COMMERCIAL-I | State Equalized Value: | 282,200 | Class: 201 | PRE/MBT %: | 0.0000 |  | DESCRIPTION | MILLAGE | AMOUNT | CITY | 13.16380 | 3,248.60 | WAYNE COUNTY | 0.97950 | 241.72 | SCHOOL DEBT | 2.05000 | 505.90 | HURON CLINTON MA | 0.20620 | 50.88 | WAYNE CTY SAFETY | 0.93270 | 230.17 | SCHOOL OPERATING | 9.00000 | 2,221.04 | SCH SINKING FUND | 0.78700 | 194.21 | WAYNE CTY PARKS | 0.24330 | 60.04 | ZOO AUTHORITY | 0.09880 | 24.38 | ART INSTITUTE | 0.19790 | 48.83 | Total Tax |  | 27.65920 | Administration Fee |  | 6,825.77 |  |  | 22.21 | <b>TOTAL AMOUNT DUE</b> |  | <b>6,847.98</b> |
| Taxable Value:                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 246,783                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | COMMERCIAL-I    |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| State Equalized Value:                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 282,200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Class: 201      |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| PRE/MBT %:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.0000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MILLAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | AMOUNT          |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 13.16380                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3,248.60        |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| WAYNE COUNTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.97950                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 241.72          |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| SCHOOL DEBT                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2.05000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 505.90          |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| HURON CLINTON MA                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.20620                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 50.88           |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| WAYNE CTY SAFETY                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.93270                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 230.17          |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| SCHOOL OPERATING                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9.00000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2,221.04        |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| SCH SINKING FUND                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.78700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 194.21          |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| WAYNE CTY PARKS                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 0.24330                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 60.04           |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| ZOO AUTHORITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.09880                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 24.38           |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| ART INSTITUTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.19790                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 48.83           |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| Total Tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 27.65920        |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| Administration Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 6,825.77        |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 22.21           |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| <b>TOTAL AMOUNT DUE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>6,847.98</b> |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |
| <p align="center"><b>OPERATING FISCAL YEARS</b></p> <p>The taxes on bill will be used for governmental operations for the following fiscal year(s):</p> <p>County: OCTOBER 01 - SEPTEMBER 30<br/>Twn/Cty: DECEMBER 01 - NOVEMBER 30<br/>School: JULY 01 - JUNE 30<br/>State: OCTOBER 01 - SEPTEMBER 30</p> <p>Does NOT affect when the tax is due or its amount</p>                                                                                                          | <p align="center"><b>SUMMER TAXES OWING</b></p> <p align="center">RETAIN THIS PORTION FOR YOUR RECORDS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |         |              |                        |         |            |            |        |  |             |         |        |      |          |          |              |         |        |             |         |        |                  |         |       |                  |         |        |                  |         |          |                  |         |        |                 |         |       |               |         |       |               |         |       |           |  |          |                    |  |          |  |  |       |                         |  |                 |

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: **PROPERTY OWNER**

Pay this tax to:

CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

**PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH  
SELF ADDRESSED STAMPED ENVELOPE FOR A PAID RECEIPT**

This tax is due by: **02/14/2025**

After 02/14/2025 additional interest and fees apply

2024 Winter Tax for Prop #: **093 02 0051 003**

**TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.**

Property Addr: 28275 FIVE MILE

**(Partial payments are accepted)**

Make Check Payable To: **CITY OF LIVONIA**

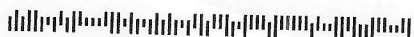
TOTAL AMOUNT DUE: **6,847.98**

Amount Remitted: \_\_\_\_\_

Check# \_\_\_\_\_

Cash \_\_\_\_\_

To: AT REALESTATE LLC  
P O BOX 251711  
WEST BLOOMFIELD MI 48325



**OTHER ITEMS  
RELATED TO THE  
PETITION**





January 14th, 2025

Re: 28275 Five Mile Rd. Rezoning

To the Livonia Zoning Board Commission,

I'd like to first and foremost apologize not being able to physically attend tonight's meeting. Based upon members of the board's recommendation, I have attempted to meet with the new potential owners of 28275 Five Mile Rd but haven't been able to physically meet with the new owners do to scheduling conflicts on both parties.

My name is Gina Mckague-Myers. I own the attached/adjoining properties 28289 Five Mile Rd & 28291 Five Mile Rd where I run a retirement planning business. I purchased these properties in 2013. My building is attached to 28275 Five Mile Rd. We share a roof, a brick wall and a parking lot that are all directly attached.

Mckague Financial has been helping the citizens of Livonia and the surrounding area plan and secure a successful retirement for over 11 years at this location. I have invested well over \$100,000 in these properties, constantly upgrading both the outside façade and the interior within. I believe these improvements have increased not only my property values but the surrounding values as well.

I've grown to adore Livonia and would love nothing more than to have my business there for years to come. Over the last decade I have witnessed the citizens, officers and board members help transform and improve the city. I encourage people to bring their businesses to Livonia and I'm delighted to welcome a Day Care facility to the area.

I do unfortunately have a large number of concerns in connection with my office/medical building.

Although I love more than anything the sounds of children playing, it's been my experience over the last 26 years that a quiet, calm and dependable environment is 100% necessary for a financial services business. This environment has proven to be necessary when discussing a recent loss in the family, deciding on major financial decisions, planning for retirement and discussing someone's estate plan. I even make it a point to not have my cell phone in the meeting.

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Naturally, I'm concerned of the noise levels that will penetrate the adjoining walls and even more so, the playscape noise level right outside my office doors. The potential new owner has assured me (over the phone) that a high-quality sound barrier is being installed on the 28275 Interior walls to help prevent the inside noise level issues. I'm very appreciative of that accommodation, but I am much more concerned about the outside playscape noise level. I suggested the playscape potentially be moved to the back of the parking lot against the parking lot wall but even the prospective owner expressed noise level concerns for the residents living nearby even though they would have 6-foot-tall thick brick wall and a backyard separating them.

My other major concern is the traffic/parking situation. I have been assured that a privacy fence would be installed prior to the opening of the business to help prevent cars parking in my lot during pick up/drop off of the children. With an estimated 70-80 children per day, that's a lot of traffic to endure off 5 mile which is my private drive/parking lot and is the ONLY entrance off the main road. I believe a privacy fence is the only way to assure both safety for children from the vehicles that continuously drive through the lot but also to keep my lot clear for my own clients, especially during the heavy pick-up/drop-off times.

I have requested clear signage to be installed showing the entrance and exit of the Day Care, so I don't have to be concerned for the safety of my senior clients, walking from the handicap spot to my front door on the other side of my private drive. The survey of 28275 appears to zig zag a little behind my property but the plans show a straight privacy fence through my lot, this is confusing to me. Unless that property line needs to be addressed?

At first, I didn't believe there was a solution for the outdoor noise but recently a friend told me about high quality sound barrier panels that can be customized to entirely enclose the outdoor play structure. I have not looked into the cost factor but this seems like a possible solution for the outdoor noise concern.

Ultimately, my property and 28275 was zoned as a medical/business office. I want to maintain the quality and value of my properties and not have anything that could take away from their values. In my brief phone conversation, the prospective property owners of 28275 seemed to be accommodating, understanding and successful business owners. Being a female minority business owner myself, I'm excited to see more business owners entering Livonia and I look forward to working with them with the hopes we can come to a solution.

Sincerely,

Gina Mckague-Myers

**From:** [Nash, Susan M.](#)  
**To:** [Kasprowicz, Sara](#)  
**Cc:** [Taormina, Mark](#)  
**Subject:** New Data 28275 Five Mile  
**Date:** Monday, February 24, 2025 10:44:03 AM  
**Attachments:** [28275 five mile council new data.pdf](#)

---

Councilmembers,

Attached please find copies of the unpaid property tax for 28275 Five Mile,

Currently they owe :

|                   |                           |
|-------------------|---------------------------|
| Summer 2024 taxes | \$8,159.55 (includes late |
| fee of \$460.60)  |                           |
| Winter 2024 Taxes | \$6,847.98 (due 2/28/25)  |
| Total taxes owed  | \$15,007.53               |

If you have any further questions, please contact me

Susan Nash

**Susan Nash**

City Treasurer  
City of Livonia | Treasurer's Office  
(734) 466-2244  
[snash@livonia.gov](mailto:snash@livonia.gov)

## MESSAGE TO TAXPAYER

VISIT [WWW.LIVONIATAX.ORG](http://WWW.LIVONIATAX.ORG) FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, PLEASE PUT YOUR PROPERTY NUMBER ON THE MEMO LINE OF YOUR CHECK. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.

## PAYMENT INFORMATION

This tax is due by: 09/16/2024

Pay by mail to: CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check.

\*\*See reverse side for additional information\*\*

## PROPERTY INFORMATION

Property Assessed To:  
AT REALESTATE LLC  
28275 FIVE MILE  
LIVONIA, MI 48154

Prop #: 093 02 0051 003 School: LIVONIA PUBLIC  
Prop Addr: 28275 FIVE MILE

Legal Description:  
24C51B1B B2 52 DUTCH MILL GARDENS T1SR9E L68 P70 WCR  
THE E 33FT OF LOT 51 EXC THE N 130FT OF THE W 20FT  
THEREOF ALSO LOT 52

## TAX DETAIL

Taxable Value: 246,783 COMMERCIAL-  
State Equalized Value: 282,200 Class: 201  
PRE/MBT %: 0.0000

Sent to: PROPERTY OWNER

| DESCRIPTION      | MILLAGE | AMOUNT   |
|------------------|---------|----------|
| SCHOOLCRAFT CC   | 2.27000 | 560.19   |
| WAYNE CNTY OPER  | 5.59130 | 1,379.83 |
| SCHOOL DEBT      | 2.05000 | 505.90   |
| CNTY ISD SPEC ED | 3.33280 | 822.47   |
| STATE EDUCATION  | 6.00000 | 1,480.69 |
| SCH SINKING FUND | 0.78700 | 194.21   |
| SCHOOL OPERATING | 9.00000 | 2,221.04 |
| CNTY ISD OPER    | 0.09520 | 23.49    |
| WCRESA ENHANCE   | 1.98120 | 488.92   |

Total Tax 31.10750 7,676.74  
Administration Fee 22.21  
Interest: 460.60  
**TOTAL AMOUNT DUE 8,159.55**

## OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: OCTOBER 01 - SEPTEMBER 30  
Twn/Cty: DECEMBER 01 - NOVEMBER 30  
School: JULY 01 - JUNE 30  
State: OCTOBER 01 - SEPTEMBER 30

Does NOT affect when the tax is due or its amount

RETAIN THIS PORTION FOR YOUR RECORDS.

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: PROPERTY OWNER

Pay this tax to:

CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH  
SELF ADDRESSED STAMPED ENVELOPE FOR A PAID RECEIPT

This tax is due by: 09/16/2024

After 09/16/2024 additional interest and fees apply

2024 Summer Tax for Prop #: 093 02 0051 003

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.

Property Addr: 28275 FIVE MILE

(Partial payments are accepted)

Make Check Payable To: CITY OF LIVONIA

TOTAL AMOUNT DUE: 8,159.55

Amount Remitted: \_\_\_\_\_

Check# \_\_\_\_\_

Cash \_\_\_\_\_

To: AT REALESTATE LLC  
P O BOX 251711  
WEST BLOOMFIELD MI 48325





## MESSAGE TO TAXPAYER

VISIT [WWW.LIVONIATAX.ORG](http://WWW.LIVONIATAX.ORG) FOR TAX AND PAYMENT INFORMATION. THIS INFORMATION MAY BE PRINTED DIRECTLY FROM THE WEBSITE. WE RESERVE THE RIGHT TO CHARGE FOR DUPLICATES. WHEN PAYING BY CHECK, PLEASE PUT YOUR PROPERTY NUMBER ON THE MEMO LINE OF YOUR CHECK. PLEASE USE ONLY THE 33000 CIVIC CENTER DRIVE, LIVONIA, MI 48154-3060 ADDRESS FOR MAILING CHECK PAYMENTS FOR TAXES.

## PAYMENT INFORMATION

This tax is due by: 02/14/2025

Pay by mail to: CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

Do not combine tax payments with other payments due to the City of Livonia. Payment for taxes must be on a separate check.

\*\*See reverse side for additional information\*\*

## PROPERTY INFORMATION

Property Assessed To:  
AT REALESTATE LLC  
28275 FIVE MILE  
LIVONIA, MI 48154

Prop #: 093 02 0051 003 School: LIVONIA PUBLIC  
Prop Addr: 28275 FIVE MILE

Legal Description:  
24C51B1B B2 52 DUTCH MILL GARDENS T1SR9E L68 P70 WCR  
THE E 33FT OF LOT 51 EXC THE N 130FT OF THE W 20FT  
THEREOF ALSO LOT 52

## TAX DETAIL

|                        |         |              |
|------------------------|---------|--------------|
| Taxable Value:         | 246,783 | COMMERCIAL-I |
| State Equalized Value: | 282,200 | Class: 201   |
| PRE/MBT %:             | 0.0000  |              |

Sent to: PROPERTY OWNER

| DESCRIPTION      | MILLAGE  | AMOUNT   |
|------------------|----------|----------|
| CITY             | 13.16380 | 3,248.60 |
| WAYNE COUNTY     | 0.97950  | 241.72   |
| SCHOOL DEBT      | 2.05000  | 505.90   |
| HURON CLINTON MA | 0.20620  | 50.88    |
| WAYNE CTY SAFETY | 0.93270  | 230.17   |
| SCHOOL OPERATING | 9.00000  | 2,221.04 |
| SCH SINKING FUND | 0.78700  | 194.21   |
| WAYNE CTY PARKS  | 0.24330  | 60.04    |
| ZOO AUTHORITY    | 0.09880  | 24.38    |
| ART INSTITUTE    | 0.19790  | 48.83    |

|                    |          |          |
|--------------------|----------|----------|
| Total Tax          | 27.65920 | 6,825.77 |
| Administration Fee |          | 22.21    |

**TOTAL AMOUNT DUE** 6,847.98

## SUMMER TAXES OWING

RETAIN THIS PORTION FOR YOUR RECORDS.

## OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

|          |                           |
|----------|---------------------------|
| County:  | OCTOBER 01 - SEPTEMBER 30 |
| Twn/Cty: | DECEMBER 01 - NOVEMBER 30 |
| School:  | JULY 01 - JUNE 30         |
| State:   | OCTOBER 01 - SEPTEMBER 30 |

Does NOT affect when the tax is due or its amount

The below original stub required for payment processing. Please detach along perforation. Keep the top portion for your records.

Sent to: PROPERTY OWNER

Pay this tax to:

CITY OF LIVONIA  
TREASURER'S OFFICE  
33000 CIVIC CENTER DRIVE  
LIVONIA, MI 48154-3060

PLEASE RETURN THIS PORTION WITH PAYMENT OR ENTIRE BILL WITH SELF ADDRESSED STAMPED ENVELOPE FOR A PAID RECEIPT

This tax is due by: 02/14/2025

After 02/14/2025 additional interest and fees apply

2024 Winter Tax for Prop #: 093 02 0051 003

TAXPAYER NOTE: Are your name & mailing address correct? If not, please contact the Assessor's Office. Thank You.

Property Addr: 28275 FIVE MILE

(Partial payments are accepted)  
Make Check Payable To: CITY OF LIVONIA

TOTAL AMOUNT DUE: 6,847.98

Amount Remitted: \_\_\_\_\_

To: AT REALESTATE LLC  
P O BOX 251711  
WEST BLOOMFIELD MI 48325

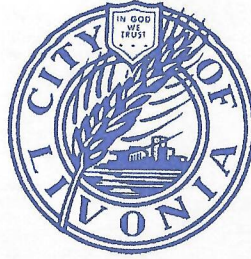
Check# \_\_\_\_\_

Cash \_\_\_\_\_



OFFICE OF THE TREASURER

SUSAN M. NASH  
CITY TREASURER



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3060  
(734) 466-2245  
FAX: (734) 421-7230

December 27, 2024

RE: 28275 Five

Attention: Livonia Planning Commission

As of today the summer 2024 taxes of \$8,006.02 have not been paid on this property and the winter taxes of \$6,847.98 are due February 14, 2025.

I have attached copies of the tax bills

If you have any further questions, please contact me

Thank you

Susan Nash  
Livonia City Treasurer



**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

14. REQUEST TO AMEND AIA AGREEMENT WITH PCI DAILEY: Department of Parks and Recreation, re: a change to GMP to \$26,220,610.33 and project scope for the addition of a new roof over the Main and MAC gyms at the Jack E. Kirksey Recreation Center, from the unexpended fund balance of Parks and Recreation. (CR 233-24)

Ted Davis, Superintendent of Parks & Recreation, presented the item to Council. Mr. Davis stated the request to amend the AIA agreement, to change the project scope for the Senior Wellness Center and Recreation Center renovation project to increase the Guaranteed Maximum Price (GMP) that was previously approved. Mr. Davis explained this project originally planned for a new roof on the new gym and a new roof on the gymnastics area, as well as the new Senior Center area. Mr. Davis stated the existing roofs over the gyms are 20 years, have skylights, and have known leaking issues. Mr. Davis asked the management firm to reach out and solicit bids for the re-roofing of both gyms and not the entire facility. Mr. Davis stated they are recommending the low bidder be award the project, which only requires an amendment to the AIA Agreement by increasing the GMP to reflect the change in the scope. Mr. Davis stated the funding would come out of the 208 Unexpended Fund balance, which is the Parks & Recreation millage fund.

Councilmember Budzinski stated this is another example of good stewardship as we are familiar with skylights in buildings that leak and aren't being attended to and why it is important to do so. Councilmember Budzinski inquired if there was a capital improvement plan for the roof replacement of the Recreation Center prior to this coming about. Mr. Davis stated the roof has always been in their Capital Improvement Plan but has moved around because it is such a sizable project. Mr. Davis stated the Capital Improvement Plan will be ever changing based on the continued work that must be done to maintain the quality of the Rec Center.

Councilmember Donovic stated he would rather have this item on the Regular portion of the Agenda, and not the Consent. Councilmember Donovic inquired if it was Mr. Davis's belief that if the project is done now, while the additions are being constructed, the City will save money. Mr. Davis replied in the affirmative. Councilmember Donovic stated the Council approved the GMP for \$25.5 million to build a new Senior Wellness Center and addition to the Rec Center and the request now is to increase that dollar amount by \$715,000. Mr. Davis replied in the affirmative. Councilmember Donovic stated at the recent meetings on this project, there may have been some cost savings and wondered if the City is coming in

below budget. Mr. Davis stated he would not be comfortable with that statement and does not know where that information came from.

Councilmember Toy stated she felt this was proactive and understood why this is necessary and would save money if it went on to another year.

DIRECTION:

APPROVING

REGULAR



## LETTER TO THE LIVONIA CITY COUNCIL

14.

### Parks and Recreation February 12, 2025

#### MEETING DATE

S022425/R031025

#### PRESENTED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

#### AGENDA ITEM

REQUEST TO AMEND AIA AGREEMENT WITH PCI DAILEY: Department of Parks and Recreation, re: a change to GMP to \$26,220,610.33 and project scope for the addition of a new roof over the Main and MAC gyms at the Jack E. Kirksey Recreation Center, from the unexpended fund balance of Parks and Recreation. (CR 233-24)

#### BACKGROUND DETAILS

In July 2024, the City Council approved the Guaranteed Maximum Price (GMP) of \$25,505,610.33 for the Senior Wellness Center addition and Recreation Center improvement (CR 233-24). While getting to that GMP, we value-engineered several items from the project, including a new roof for the Jack E. Kirksey Recreation Center. The existing roof is over 20 years old and has some issues with our skylights. As we continued through the project, the idea of a 20+-year-old roof over a newly renovated area made less and less sense. Therefore, we are asking the City Council to amend the GMP to reflect the addition of a new roof over the Main and MAC gyms. The benefit at this time is PCI Dailey contracts Royal Roofing for the roofing over the additions and the senior center space. We feel there are cost savings with this proposal as opposed to separately bidding out the roofing at another time. Our construction manager sought bids for the roofing and skylight rebuilds. We received three bids for the project and are recommending Royal Roofing do the project

Attached for your review is the proposal from Royal Roofing and the project costs from the three firms.

#### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is respectfully requested that the City Council:

1. Amend the AIA agreement with PCI Dailey approved in CR 70-24 to reflect the change in the GMP and project scope for the Senior Center addition/Recreation Center improvements by \$715,000 to a new GMP of \$26,220,610.33.
- 2.
3. Authorize an additional appropriate expenditure of \$715,000 from the unexpended fund

balance of Parks and Recreation (208)

**SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)**

N/A

**CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)**

New GMP of \$26,220,610.33

**DETAILED WORK BEING PERFORMED**

Re-roof Jack E. Kirksey Recreation Center

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

Additional appropriate expenditure of \$715,000 from unexpended fund balance of Parks and Recreation (208)

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

Three bids received

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

**ATTACHMENTS**

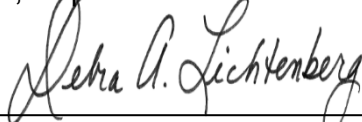
1. 2025 Kirksey Center Roof
2. 2025 Kirksey Center Roof CR# 070-24 PCI Dailey Fully Executed Contract

**APPROVED BY**



Date: February 18, 2025

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: February 2, 2025

Debra Peck Lichtenberg, CPA, Finance Director



Date: February 2, 2025

Carter Fisher, City Attorney



Date: February 2, 2025

Maureen Miller Brosnan, Mayor



February 11, 2025

Attn: PCI Dailey  
Mike Cervi

Re: Livonia Rec Center

Bid Includes: This bid is based on what we discussed and not the specifications.

- 1) Tear off and dispose of the existing roof system down to the deck. Any flute filler insulation will remain.
- 2) Furnish and install two layers of 2.6" Isocyanurate insulation (R-30, 20 psi) mechanically fastened (1-90) to the deck.
- 3) Furnish and install 1/2"/ft saddles at the drains.
- 4) Furnish and install a 60 mil (white) standard TPO (not fleece back) fully adhered roof system.
- 5) We will flash in the new skylights installed by others. If they end up going in after we have removed and replaced the roof there will be additional costs. Any temporary flashing or temporary caps are not included and will have additional costs if needed.
- 6) The existing expansion joint curbs will remain, but we will install a new expansion joint on top.
- 7) We will install a new expansion or area divider with a curb on the east side between the new roof and existing roof.
- 8) Furnish and install .050" prefinished copings and counter flashings, standard color. All metal is shop fabricated by us and the coping will have a front cleat and fastened through the back face.
- 9) Furnish the owner with a twenty year manufacturer's warranty.

Notes:

- Permits are excluded. I am assuming we would fall under your general construction permit.
- Interior protection is required and is by PCI Dailey. We are not responsible for dust/debris on inside.
- We plan to set up by the northeast side of building by circle atrium where you have everything torn up already. We will need a big lay down area for approximately 9 trucks of material.
- The skylight installer will need to keep up with us so we will not have to come back after reroofed to cut new roofing back and flash in. If this is the case, there will be additional costs.



Excludes: Deck replacement, interior protection, landscaping repair, full tapered system, new flute filler insulation, new drains or components for them, fleece back TPO, 1-120, vapor barriers/retarders, substrate/cover boards, coping over masonry wall extensions at the west side, ANSI/SPRI ES-1, premanufactured metal, custom/metallic/ 3 coat colors, pipe supports, removal and replacement of skylights, temporary caps for skylights, any new penetrations, setting leveling, deck cutting, under deck bracing for any penetration, lightning protection, bonds, permits, street closure permits, phased/temporary roofing, and snow/ice removal.

Price: \$566,800.00

Alternate Prices:

- 1) Furnish and install a loose laid 6 mil visqueen vapor retarder on the metal deck.

Add: \$15,500.00

- 2) Furnish and install a ½" cover board adhered to the roof insulation.

Add: \$78,200.00

- 3) Reinstall lightning protection and recertify it. This is only in our area of work.

Add: \$45,000.00

- 4) Furnish and install 20=78"x78" skylights. Due to the size of the skylights the safety screen will be on the inside and not the outside of the skylight. Any interior closures or bracing is excluded.

Add: \$103,200.00





Unit Prices:

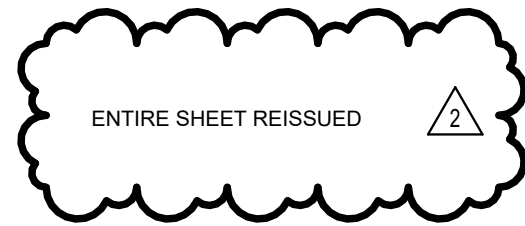
- 1) 2x6 =\$5.00 a lf
- 2) ¾" plywood =\$4.50 a sf
- 3) New cast iron drain= \$1,800.00 each (no plumbing)
- 4) New cast iron strainer= \$350.00 each
- 5) New cast iron clamping ring = \$350.00 each

Respectfully Submitted,

A handwritten signature in blue ink, reading 'Todd Sumners', is written in a cursive style.

Todd Sumners/ Project Manager





7/23/24 2:24:13 PM

C:\Users\pdc\Documents\22-138-A-R22\_phenderson\WVCV.rvt

REMOVE AND REPLACE SKYLIGHTS (NEW SIM. TO WEST GYM ADDITION) - NEW CURBS 18" CLEAR ABOVE FIN. ROOF SURFACE (TYP. OF 20)

NEW CONTROL JOINT AT SAME LOCATION

REMOVE AND REPLACE EXISTING BUILT UP ROOFING & INSULATION W/ NEW TPO & INSULATION SYSTEM (SIM. TO SENIOR CENTER RE-ROOF)

MAYBE ELIMINATE (2) SKYLIGHTS HERE? PROVIDE ITEMIZED COST FOR REMOVING AND CAPPING OPENINGS.

ELIMINATE TPO TO BUILT UP TRANSITION HERE - ADD CONTROL JOINT INSTEAD

NEW WEST GYM ROOF (NO CHANGE)

NEW SENIOR CENTER ROOF (NO CHANGE)

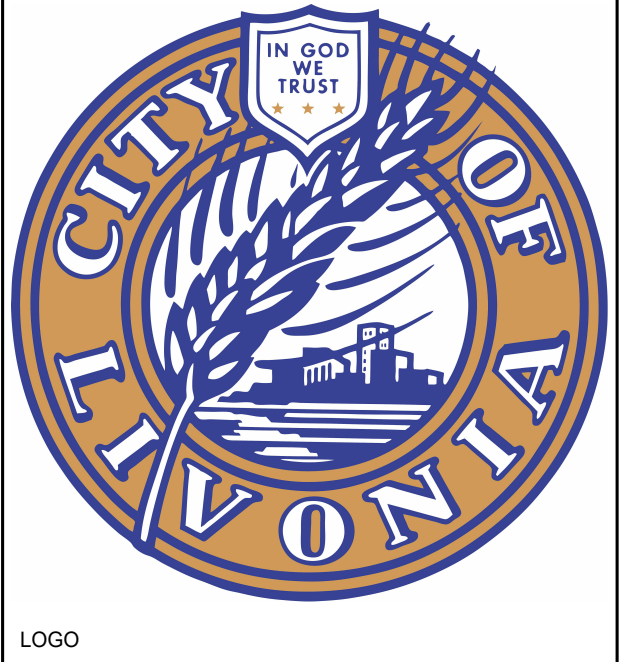
LOW ROOF (NO CHANGE)

HIGH ROOF (NO CHANGE)

CONTROL JOINT - TPO TO BUILT UP ROOFING TRANSITION. TYP. AT 2 LOCATIONS

| DEMO GENERAL NOTES |                                                                                                                           |
|--------------------|---------------------------------------------------------------------------------------------------------------------------|
| NO.                | DESCRIPTION                                                                                                               |
| 1                  | VERIFY EXISTING CONDITIONS IN FIELD.                                                                                      |
| 2                  | FOR MECHANICAL AND ELECTRICAL DEMOLITION WORK, REFER TO MECHANICAL AND ELECTRICAL DRAWINGS.                               |
| 3                  | CONFORM WITH TEST REPORTS WITH OWNER PRIOR TO DEMOLITION OF ASBESTOS, LEAD, OR OTHER HAZARDOUS MATERIALS WILL BE REMOVED. |
| 4                  | CONFORM WITH TEST REPORTS WITH OWNER PRIOR TO DEMOLITION OF ASBESTOS, LEAD, OR OTHER HAZARDOUS MATERIALS WILL BE REMOVED. |
| 5                  | REMOVE ALL TRANSITION STRIPS WITHIN SCOPE AREA, AS REQUIRED.                                                              |

| KEYNOTES |                                                                 |
|----------|-----------------------------------------------------------------|
| NO.      | DESCRIPTION                                                     |
| 1        | PORTION OF EXISTING ROOF TO BE REMOVED, COORDINATE WITH STRUCT. |



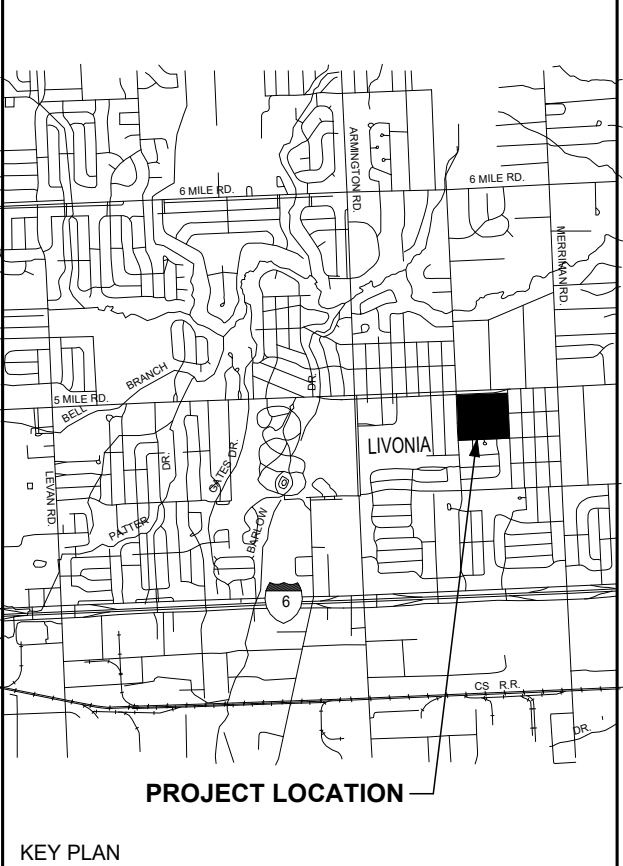
**HRC**  
**HUBBELL, ROTH & CLARK, INC.**  
CONSULTING ENGINEERS SINCE 1915  
555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. 48304-0824  
PHONE: (248) 454-8300  
FAX (1st Floor): (248) 454-8312  
FAX (2nd Floor): (248) 454-8359  
WEB SITE: www.hrcengr.com

**DiClemente Siegel Design Inc.**  
Engineering & Architecture  
28105 Greenfield Road, Southfield, MI 48076  
248.565.1432 www.dsicliente.com  
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SEAL

© 2024 DICLEMENTE SIEGEL DESIGN INC.

|          |                   |
|----------|-------------------|
| 7/24/24  | BID PACKAGE 3     |
| 5/22/24  | EARLY BID PACKAGE |
| 3/13/24  | OWNER REVIEW      |
| DATE     | ISSUED OR         |
| DESIGNED | M. ALSHADDOO      |
| DRAWN    | P. HENDERSON      |
| CHECKED  | R. ARMSTRONG      |
| APPROVED | R. ARMSTRONG      |



PROJECT TITLE

CITY OF LIVONIA  
**FITNESS CENTER  
RENOVATION AND  
RECREATION  
IMPROVEMENTS**

SHEET TITLE

**COMPOSITE ROOF  
DEMOLITION PLAN**

|             |              |
|-------------|--------------|
| HRC JOB NO. | SCALE        |
| 20211141    | REF. DRAWING |
| DATE:       | SHEET NO.    |
| 07-24-2024  | AD103        |



| Livonia Rec-Senior Center - Re-Roof of Existing Building      |                                                       |                       |                                        |  |
|---------------------------------------------------------------|-------------------------------------------------------|-----------------------|----------------------------------------|--|
| Work Scope                                                    | JD Chandler                                           | Royal Roofing         | Schreiber Roofing                      |  |
| Remove existing roof system                                   | Included                                              | Included              | Included                               |  |
| Fasten (2) layers of 2.6" ISO Insulation                      | Included                                              | Included              | 2 layers of 2" not 2.6"                |  |
| Install tapered insulation saddles                            | Included                                              | Included              | Included                               |  |
| Install a fully adhere .060 Mil TPO single ply membrane roof  | Included                                              | Included              | Included                               |  |
| Complete all flashing details                                 | Included                                              | Included              | Included                               |  |
| Build new control joint per Arch. Plan                        | Included                                              | Included              | Included                               |  |
| Install new expansion joint per Arch. Plan                    | Included                                              | Included              | Included                               |  |
| Fabricate and install new coping                              | Included                                              | Included              | Included                               |  |
| Manufacturer's 20 year warranty                               | Included                                              | Included              | Included                               |  |
| Remove, replace and re-certify Lighting Protection (Required) | Not Included                                          | Provided an alternate | Not Included                           |  |
| New Skylights (Required)                                      | Included                                              | Provided an alternate | Not Included                           |  |
| Vapor retarder (This is not required)                         | Included                                              | Provided an alternate | Not Included                           |  |
| 1/2" cover board (This is not required)                       | Included                                              | Provided an alternate | Not Included                           |  |
|                                                               |                                                       |                       |                                        |  |
| Total Price:                                                  | \$ 780,000.00                                         | \$ 660,500.00         | \$ 700,000.00                          |  |
| Total Pricing with Not Required Items:                        | \$ 709,000.00                                         | \$ 566,800.00         | \$ 700,000.00                          |  |
| Total Pricing with Required Items:                            | Lighting Protection (Budget \$50,000 on top of price) | \$ 148,200.00         | Both (Budget \$90,000 on top of price) |  |
| Potential Totals with Required Items:                         | \$ 759,000.00                                         | \$ 715,000.00         | \$ 790,000.00                          |  |
| (Separate Costs) Roof Contingency Budget                      | \$20,000 (Give back what is not used)                 |                       |                                        |  |

## Regular Meeting July 1, 2024

**#233-24** RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated June 24, 2024, and a GMP Summary, dated June 21, 2024 (the "Summary") regarding the new Senior Citizens Center, submitted pursuant to Council Resolution No. 070-24, the Council does hereby approve the summary as the "Guaranteed Maximum Price Amendment" to the agreement between owner and construction manager, AIA Document A133-2019; FURTHER, the Council does hereby approve the total Guaranteed Maximum Pricing totals in the amount of \$25,505,610.33 set forth in the Summary; and FURTHER, the Council hereby waives, on behalf of the City, all inspection and permit fees with respect to the Project.



# AIA® Document A133® – 2019

## *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the 8th day of July in the year 2024  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

and the Construction Manager:  
(Name, legal status, address, and other information)

PCI Dailey Company  
21717 Republic Avenue  
Oak Park, MI 48237

for the following Project:  
(Name, location, and detailed description)

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

The Architect:  
(Name, legal status, address, and other information)

Hubbell, Roth, & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302-0360

The Owner and Construction Manager agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT  
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:  
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The current program has been established to consist of a new Senior Wellness Center built onto and integrated within the existing Recreation Center building (located at 15100 Hubbard).

The proposed Senior Center is planned to be 2-story approximately 31,000 sft. in total with Senior Center integration area approximately 20,000 sft, and Senior Center addition area approximately 11,000 sft. Senior center program spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. A covered entryway with bus drop-off and parking spaces adjacent to the building are imperative for seniors with mobility challenges.

Renovations to the existing Recreation Center total approximately 34,000 sft and include replacing a gymnastics room with one basketball court (two half-courts); replacing two basketball courts and a fitness area with multi-purpose rooms, fitness areas and a storage room; repurposing teen gaming area, tree fort area, climbing wall, senior lounge, and transportation offices; front desk/lobby and restroom improvements; and adding a stretching/cardio area and spinning



room. A new gymnasium addition approximately 12,500 sft is also proposed on the northwest side of the existing recreation center.

§ 1.1.2 The Project’s physical characteristics:  
*(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project is located at the Jack E. Kirksey City of Livonia Recreation Center 15100 Hubbard Road. The existing building was constructed in 2003 and has a total building area of 130,000 sq. ft. on 17 acres of property.

The Livonia Vision 21 Master Plan was developed in 2018. The new Senior Center facility is planned to be approximately 31,000 sft with a connection and integration onto the existing Recreation Center. Renovations to the existing Recreation Center total approximately 34,000 sft. A space needs and building utilization assessment for the existing Senior Center was completed by Plante Moran Cresa, LLC in 2022. Topographic survey and boundary survey was completed by HRC in 2023. A geotechnical investigation was completed by G2 Consulting in 2024.

§ 1.1.3 The Owner’s budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

The Owner’s GMP is \$25,505,610.33, Total Project Cost \$26,951,610.33

.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

| Task                         | Start          | Complete   |
|------------------------------|----------------|------------|
| Design Development Phase     | September 2023 | April 2024 |
| Construction Documents Phase | April 2024     | May 2024   |
| Bidding & Award Phase        | May 2024       | June 2024  |
| Construction Phase           | June 2024      | July 2025  |

.2 Construction commencement date:

June 1, 2024

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

Not applicable.

*(Paragraphs deleted)*  
§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

It is the desire of the Owner and understood by the Construction Manager that phasing will be required to limit disruptions to the operations of the existing Recreation Center and that details of the phasing plan will be developed by the Construction Manager and accepted by the Owner during the pre-construction phase.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

None.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

Edward Davis  
Superintendent of Parks and Recreation  
15100 Hubbard Rd.  
Livonia, MI 48154  
(734) 466-2298 – office direct  
edavis@livonia.gov

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:

*(List name, address and other contact information.)*

Adrianna Melchior  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6361  
amelchior@hrcengr.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

Included under architect’s services.

.2 Civil Engineer:

Included under architect’s services.

.3 Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

Not applicable.

§ 1.1.11 The Architect’s representative:

*(List name, address, and other contact information.)*

Adrianna Melchior  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6361  
amelchior@hrcengr.com

Init.

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
*(List name, address, and other contact information.)*

Kyle Knoll  
PCI Dailey Company  
21717 Republic Street  
Oak Park, MI 48237  
248-255-3316  
kknoll@pcionesource.com

§ 1.1.13 The Owner’s requirements for the Construction Manager’s staffing plan for Preconstruction Services, as required under Section 3.1.9:  
*(List any Owner-specific requirements to be included in the staffing plan.)*

None.

§ 1.1.14 The Owner’s requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

None.

§ 1.1.15 Other Initial Information on which this Agreement is based:

City of Livonia Request for Proposals for Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services dated December 19, 2023. PCI Dailey Company Response to RFP and Fee Proposal dated January 23, 2024. These documents are included as Exhibit C.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Guaranteed Maximum Price and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner’s nor the Construction Manager’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum

Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

#### § 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and

conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

None.

#### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed



Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER’S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including

schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Preconstruction phase services: Not-to-exceed fee of \$28,500.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached.

| Individual or Position | Rate |
|------------------------|------|
|------------------------|------|

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2

*(Paragraphs deleted)*

This section intentionally omitted.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager’s Fee.

§ 6.1.2 The Construction Manager’s Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager’s Fee.)*

Construction Phase Services: Not-to-Exceed Fee of \$738,800.00 (Based on 12 Month Project duration)  
General Conditions: Not-to-Exceed Price of \$298,300.00

§ 6.1.3 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

Fee for Project Additions that might exceed the estimated construction cost of \$18,000,000.00 as a percentage of the change amount: 2.40%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None.

§ 6.1.5 This section intentionally omitted.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

None.

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

None.

## § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

## § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

- None.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

## § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

## § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall

be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten percent (10%).

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

None.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations,

audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

## § 11.3 Interest

*(Paragraphs deleted)*

This section intentionally omitted.

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction

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Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Not applicable.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an



- amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’ Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner’s convenience.)*

None.

Init.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage. Umbrella Liability Insurance with policy limits not less than ten million dollars (\$10,000,000.00).

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$1,000,000.00) each accident, one million dollars (\$1,000,000.00) each employee, and one million dollars (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability insurance shall not be required.

§ 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Cancellation Notice:  
Workers’ Compensation Insurance, Commercial General Liability Insurance, Continuing Completed Operations Liability Insurance, Contractor’s Pollution Liability and Motor Vehicle Liability Insurance, as described above,

shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation shall be sent to the City of Livonia.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 14.5 Other provisions:

### ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Exhibit C, RFP and RFP Response.

*(Paragraphs deleted)*

This Agreement is entered into as of the day and year first written above.

**CITY OF LIVONIA,  
a Michigan Municipal Corporation**

DocuSigned by:

*Signature of E. Fisher*

9/5/2024

1769F950A1794AE...  
OWNER (Signature)

Carter Fisher, Law Department

(Printed name and title)

DocuSigned by:

*Debra Lichtenberg*

8/30/2024

B877BC0CE530422...  
OWNER (Signature)

Debra Lichtenberg, Finance Department

(Printed name and title)

Signed by:

(Paragraphs deleted)

*Maureen Miller Brosnan*

9/5/2024

9996E3713956403...  
OWNER (Signature)

Maureen Miller Brosnan, Mayor

(Printed name and title)

DocuSigned by:

*Lori L. Miller*

9/5/2024

196E16CF82394FD...  
OWNER (Signature)

Lori Miller, City Clerk

(Printed name and title)

Pursuant to Resolution #070-24  
Adopted by City Council on: February 28<sup>th</sup>, 2024

**PCI DAILEY COMPANY**

DocuSigned by:

*Kyle Knoll*

AA48595AB9D244C...  
CONSTRUCTION MANAGER (Signature)

Kyle Knoll, Vice President

(Printed name and title)

## *Additions and Deletions Report for AIA® Document A133® – 2019*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:52:09 ET on 08/20/2024.

PAGE 1

AGREEMENT made as of the 8th day of July in the year 2024

...

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

...

PCI Dailey Company  
21717 Republic Avenue  
Oak Park, MI 48237

...

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

...

Hubbell, Roth, & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
PAGE 2

The current program has been established to consist of a new Senior Wellness Center built onto and integrated within the existing Recreation Center building (located at 15100 Hubbard).

The proposed Senior Center is planned to be 2-story approximately 31,000 sft. in total with Senior Center integration area approximately 20,000 sft, and Senior Center addition area approximately 11,000 sft. Senior center program spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. A covered entryway with bus drop-off and parking spaces adjacent to the building are imperative for seniors with mobility challenges.

Renovations to the existing Recreation Center total approximately 34,000 sft and include replacing a gymnastics room with one basketball court (two half-courts); replacing two basketball courts and a fitness area with multi-purpose rooms, fitness areas and a storage room; repurposing teen gaming area, tree fort area, climbing wall, senior lounge, and transportation offices; front desk/lobby and restroom improvements; and adding a stretching/cardio area and spinning room. A new gymnasium addition approximately 12,500 sft is also proposed on the northwest side of the existing recreation center.

PAGE 3

The project is located at the Jack E. Kirksey City of Livonia Recreation Center 15100 Hubbard Road. The existing building was constructed in 2003 and has a total building area of 130,000 sq. ft. on 17 acres of property.

The Livonia Vision 21 Master Plan was developed in 2018. The new Senior Center facility is planned to be approximately 31,000 sft with a connection and integration onto the existing Recreation Center. Renovations to the existing Recreation Center total approximately 34,000 sft. A space needs and building utilization assessment for the existing Senior Center was completed by Plante Moran Cresa, LLC in 2022. Topographic survey and boundary survey was completed by HRC in 2023. A geotechnical investigation was completed by G2 Consulting in 2024.

...

The Owner's GMP is \$25,505,610.33, Total Project Cost \$26,951,610.33

.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

| <u>Task</u>                         | <u>Start</u>          | <u>Complete</u>   |
|-------------------------------------|-----------------------|-------------------|
| <u>Design Development Phase</u>     | <u>September 2023</u> | <u>April 2024</u> |
| <u>Construction Documents Phase</u> | <u>April 2024</u>     | <u>May 2024</u>   |
| <u>Bidding &amp; Award Phase</u>    | <u>May 2024</u>       | <u>June 2024</u>  |
| <u>Construction Phase</u>           | <u>June 2024</u>      | <u>July 2025</u>  |

...

.2 Construction commencement date:

June 1, 2024

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

Not applicable.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:



...

It is the desire of the Owner and understood by the Construction Manager that phasing will be required to limit disruptions to the operations of the existing Recreation Center and that details of the phasing plan will be developed by the Construction Manager and accepted by the Owner during the pre-construction phase.

...

Not applicable.  
PAGE 4

None.

...

Edward Davis  
Superintendent of Parks and Recreation  
15100 Hubbard Rd.  
Livonia, MI 48154  
(734) 466-2298 – office direct  
edavis@livonia.gov

...

Adrianna Melchior  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6361  
amelchior@hrcengr.com

...

Included under architect's services.

...

Included under architect's services.

...

Not applicable.

...

Adrianna Melchior  
555 Hulet Drive  
Bloomfield Hills, MI 48302  
(248) 454-6361  
amelchior@hrcengr.com  
PAGE 5

Kyle Knoll  
PCI Dailey Company  
21717 Republic Street  
Oak Park, MI 48237  
248-255-3316

[kknoll@pcionesource.com](mailto:kknoll@pcionesource.com)

None.

None.

City of Livonia Request for Proposals for Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services dated December 19, 2023, PCI Dailey Company Response to RFP and Fee Proposal dated January 23, 2024. These documents are included as Exhibit C.  
PAGE 6

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing ~~written~~ building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, ~~reliance,~~ and exchange of digital data, including building information models for the Project, and exchange of digital data.  
PAGE 8

None.  
PAGE 11

Preconstruction phase services: Not-to-exceed fee of \$28,500.00

See attached.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—)~~ three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager’s invoice. Amounts unpaid ~~(—)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. ~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~ This section intentionally omitted.

Construction Phase Services: Not-to-Exceed Fee of \$738,800.00 (Based on 12 Month Project duration)  
General Conditions: Not-to-Exceed Price of \$298,300.00  
PAGE 12

Fee for Project Additions that might exceed the estimated construction cost of \$18,000,000.00 as a percentage of the change amount: 2.40%

None.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~—~~percent (~~—~~%) of the standard rental rate paid at the place of the Project. This section intentionally omitted.

...

None.

...

None.

PAGE 13

- None.

PAGE 16

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~

month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

PAGE 18

Ten percent (10%).

...

None.

...

None.

PAGE 19

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~—~~% This section intentionally omitted.

PAGE 20

Not applicable.

...

☒ [ X ] Litigation in a court of competent jurisdiction

PAGE 21

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse ~~or indemnify~~ the Construction Manager for all costs arising under the subcontract, purchase

order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

...

None.  
PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~(\$—) one million dollars (\$1,000,000.00)~~ for each occurrence and two million dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage. Umbrella Liability Insurance with policy limits not less than ten million dollars (\$10,000,000.00).

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$—) each accident, (\$—) each employee, and (\$—) one million dollars (\$1,000,000.00) each accident, one million dollars (\$1,000,000.00) each employee, and one million dollars (\$1,000,000.00) policy limit.~~

§ 14.3.1.5 Professional Liability ~~covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$—) per claim and (\$—) in the aggregate. insurance shall not be required.~~

...

Cancellation Notice:

Workers' Compensation Insurance, Commercial General Liability Insurance, Continuing Completed Operations Liability Insurance, Contractor's Pollution Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation shall be sent to the City of Livonia.

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 23

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit, AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit~~, if completed, or as otherwise set forth below:

*(If other than in accordance with ~~a building information modeling exhibit, AIA Document E203–2013~~, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

...

.5 Building Information Modeling Exhibit, if completed: Exhibit C, RFP and RFP Response.

~~6~~ Other Exhibits:  
(Check all boxes that apply.)

☐ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract: This Agreement is entered into as of the day and year first written above.

| Document                                                                         | Title                            | Date | Pages |
|----------------------------------------------------------------------------------|----------------------------------|------|-------|
| <b><u>CITY OF LIVONIA,</u></b><br><b><u>a Michigan Municipal Corporation</u></b> | <b><u>PCI DAILEY COMPANY</u></b> |      |       |

OWNER (Signature)  
Carter Fisher, Law Department  
(Printed name and title)

CONSTRUCTION MANAGER (Signature)  
Kyle Knoll, Vice President  
(Printed name and title)

~~7~~ Other documents, if any, listed below:

OWNER (Signature)  
Debra Lichtenberg, Finance Department  
(Printed name and title)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)  
(Printed name and title)

CONSTRUCTION MANAGER (Signature)  
(Printed name and title)

OWNER (Signature)  
Maureen Miller Brosman, Mayor  
(Printed name and title)

OWNER (Signature)

Lori Miller, City Clerk  
*(Printed name and title)*

Pursuant to Resolution #070-24  
Adopted by City Council on: February 28<sup>th</sup>, 2024





# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, Brandon Pomish, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:52:09 ET on 08/20/2024 under Order No. 2114468589 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:  
*Kyle Knoll*  
AA48595AB9D244C...  
(Signed)

Vice President for PCI Industries, Inc.  
(Title)

8/20/2024 | 5:15 PM EDT  
(Dated)

 **AIA**<sup>®</sup>

Document A133<sup>®</sup> – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 8th day of July in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 8th day of July in the year 2024 (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following PROJECT:  
*(Name and address or location)*

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

THE OWNER:  
*(Name, legal status, and address)*

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

THE CONSTRUCTION MANAGER:  
*(Name, legal status, and address)*

PCI Dailey Company  
21717 Republic Avenue  
Oak Park, MI 48237

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE  
§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Five Million Five Hundred Five Thousand Six Hundred Ten Dollars and 33/100 (\$

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.  
  
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

25,505,610.33 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
(Provide itemized statement below or reference an attachment.)

Per Exhibit 1.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

| Item<br>n/a | Price |
|-------------|-------|
|-------------|-------|

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item<br>n/a | Price | Conditions for Acceptance |
|-------------|-------|---------------------------|
|-------------|-------|---------------------------|

§ A.1.1.6 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item<br>n/a | Units and Limitations | Price per Unit (\$0.00) |
|-------------|-----------------------|-------------------------|
|-------------|-----------------------|-------------------------|

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- ☒ The date of execution of this Amendment.
- ☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: December 5<sup>th</sup>, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date  |
|-----------------|------------------------------|
| Phase 1         | July 28 <sup>th</sup> , 2025 |

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document        | Title | Date | Pages |
|-----------------|-------|------|-------|
| Per Exhibit 3 . |       |      |       |

§ A.3.1.2 The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Per Exhibit 3  
*(Table deleted)*

§ A.3.1.3 The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Per Exhibit 3.  
*(Table deleted)*

§ A.3.1.4 The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

| Title | Date | Pages |
|-------|------|-------|
| n/a   |      |       |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

| Item           | Price |
|----------------|-------|
| Per Exhibit 1. |       |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

Per Exhibit 2.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

n/a

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

n/a

This Amendment to the Agreement entered into as of the day and year first written above.

DocuSigned by:

Kyle Knoll

AA48595ABDD244C

(Row deleted)

OWNER (Signature)

Carter Fisher, Law Department

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Kyle Knoll, Vice President

(Printed name and title)

OWNER (Signature)

Debra Lichtenberg, Finance Department

(Printed name and title)

OWNER (Signature)

Maureen Miller Brosman, Mayor

(Printed name and title)

OWNER (Signature)

Lori Miller, City Clerk

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:52:52 ET on 08/06/2024.

PAGE 1

This Amendment dated the 8th day of July in the year ,2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 8th day of July in the year 2024 (the "Agreement")

...

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

...

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

...

PCI Dailey Company  
21717 Republic Avenue  
Oak Park, MI 48237

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty Five Million Five Hundred Five Thousand Six Hundred Ten Dollars and 33/100 (\$ 25,505,610.33 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Per Exhibit 1.

...

n/a

...

n/a

...



n/a

...

☐ ☒ The date of execution of this Amendment.

PAGE 3

☐ ☒ By the following date: December 5<sup>th</sup>, 2025

...

Phase 1 July 28<sup>th</sup>, 2025

...

Per Exhibit 3 .

...

| <u>Per Exhibit 3</u> | Title | Date | Pages |
|----------------------|-------|------|-------|
| Section              |       |      |       |

...

| <u>Per Exhibit 3.</u> | Title | Date |
|-----------------------|-------|------|
| Number                |       |      |

...

n/a

...

Per Exhibit 1.

...

Per Exhibit 2.  
PAGE 4

n/a

...

n/a

...

...

Carter Fisher, Law Department

Kyle Knoll, Vice President

OWNER (Signature)

Debra Lichtenberg, Finance Department  
(Printed name and title)

OWNER (Signature)

Maureen Miller Brosman, Mayor  
(Printed name and title)

OWNER (Signature)

Lori Miller, City Clerk

Certification of Document's Authenticity  
AIA® Document D401™ – 2003

I, Brandon Pomish, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:52:52 ET on 08/06/2024 under Order No. 2114468589 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:  
*Kyle Knoll*  
AA48595AB9D244C...  
(Signed)

Vice President for PCI Industries, Inc.  
(Title)

8/20/2024 | 5:15 PM EDT  
(Dated)



June 24<sup>th</sup>, 2024

Ted Davis  
Superintendent of Parks and Recreation  
City of Livonia  
[edavis@livonia.gov](mailto:edavis@livonia.gov)

RE: City of Livonia Senior Center Addition and Recreation Center Improvements Guaranteed Maximum Pricing (GMP)

Dear Mr. Davis,

Enclosed herein in the GMP for the Senior Center Addition and Recreation Center Improvements. The following documents are provided:

- Exhibit 1 – GMP Summary and Detail:
  - o The Summary Sheet displays the GMP price for each Bid Category.
  - o Detail Sheets provide the bid levelling for each Bid Category detailing each subcontractor's pricing.
- Exhibit 2 – Exclusions and Clarifications:
  - o This document outlines exclusions and clarifications pertinent to the GMP.
- Exhibit 3 – Bid Documents
  - o The Bid Documents that define the scope of Work included in this GMP.
- Exhibit 4 – Schedule, and Phasing and Site Logistics Plan
  - o The planned schedule of Work activities.
  - o Phasing and Site Logistics Plan.

Upon approval of this pricing, we will work with your legal team to finalize the GMP Amendment to the Contract.

Please let me know if you have any questions.

Best Regards,

Kyle Knoll  
Vice President

cc. Dan Fredendall

**6/24/2024**

### Levelled Numbers

| ID# | Cost Code | Bid Category Description | Low Bid         | High Bid        | Median Bid      | Mean Bid        | Basis of GMP      | Recommended Bidder Price | Other Scope Allowances | Current Pricing |
|-----|-----------|--------------------------|-----------------|-----------------|-----------------|-----------------|-------------------|--------------------------|------------------------|-----------------|
| 1   | 02-41 00  | Demolition               | \$ 232,450.00   | \$ 369,892.50   | \$ 298,200.00   | \$ 299,685.63   | Bluestar          | \$ 232,450.00            | \$ -                   | \$ 232,450.00   |
| 2   | 31-05 00  | Earthwork and Utilities  | \$ 862,330.00   | \$ 959,135.15   | \$ 878,823.25   | \$ 894,777.91   | EarthX            | \$ 862,330.00            | \$ 240,000.00          | \$ 1,102,330.00 |
| 3   | 32-12 00  | Asphalt Paving           | \$ 422,100.00   | \$ 460,100.00   | \$ 441,100.00   | \$ 441,100.00   | Nagle             | \$ 422,100.00            | \$ 15,000.00           | \$ 437,100.00   |
| 4   | 32-13 00  | Site Concrete            | \$ 84,955.00    | \$ 157,709.00   | \$ 113,000.00   | \$ 118,554.67   | Metro             | \$ 84,955.00             | \$ 20,000.00           | \$ 104,955.00   |
| 5   | 32-90 00  | Landscaping              | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 265,000.00          | \$ 265,000.00   |
| 6   | 03-05 00  | Concrete                 | \$ 756,145.00   | \$ 923,518.00   | \$ 790,000.00   | \$ 823,221.00   | Metro             | \$ 756,145.00            | \$ 50,000.00           | \$ 806,145.00   |
| 7   | 04-05 00  | Masonry                  | \$ 1,437,741.00 | \$ 1,990,000.00 | \$ 1,978,800.00 | \$ 1,802,180.33 | L&H               | \$ 1,978,800.00          | \$ 150,000.00          | \$ 2,128,800.00 |
| 8   | 05-05 00  | Metals                   | \$ 1,085,000.00 | \$ 1,512,813.00 | \$ 1,446,000.00 | \$ 1,347,937.67 | Savs              | \$ 1,446,000.00          | \$ 289,900.00          | \$ 1,735,900.00 |
| 9   | 06-22 00  | Millwork                 | \$ 645,000.00   | \$ 646,300.00   | \$ 645,650.00   | \$ 645,650.00   | Mod               | \$ 645,000.00            | \$ -                   | \$ 645,000.00   |
| 10  | 07-25 00  | Weather Barriers         | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 139,800.00          | \$ 139,800.00   |
| 11  | 07-50 00  | Roofing                  | \$ 440,355.50   | \$ 666,471.50   | \$ 553,413.50   | \$ 553,413.50   | JD Candler        | \$ 666,471.50            | \$ 96,000.00           | \$ 762,471.50   |
| 12  | 07-81 00  | Applied Fireproofing     | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 250,000.00          | \$ 250,000.00   |
| 13  | 07-90 00  | Joint Protection         | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 125,600.00          | \$ 125,600.00   |
| 14  | 08-10 00  | Doors and Frames         | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 259,493.00          | \$ 259,493.00   |
| 15  | 08-32 00  | Sliding Glass Doors      | See 08-80 00    |                 |                 |                 |                   |                          |                        |                 |
| 16  | 08-36 00  | Panel Doors              | See 08-80 00    |                 |                 |                 |                   |                          |                        |                 |
| 17  | 08-80 00  | Glazing                  | \$ 596,695.00   | \$ 763,500.00   | \$ 619,817.00   | \$ 660,004.00   | Envision          | \$ 596,695.00            | \$ 59,669.50           | \$ 656,364.50   |
| 18  | 09-21 00  | Carpentry/Gyp/Acoustical | \$ 1,159,000.00 | \$ 1,255,000.00 | \$ 1,190,595.00 | \$ 1,201,531.67 | Turner Brooks     | \$ 1,159,000.00          | \$ 100,000.00          | \$ 1,259,000.00 |
| 19  | 09-30 00  | Tiling                   | \$ 98,130.00    | \$ 125,110.00   | \$ 120,664.50   | \$ 114,634.83   | Boston Tile       | \$ 98,130.00             | \$ 26,500.00           | \$ 124,630.00   |
| 20  | 09-60 00  | Flooring                 | \$ 590,000.00   | \$ 615,822.00   | \$ 594,886.20   | \$ 600,236.07   | Turner Brooks     | \$ 590,000.00            | \$ 15,000.00           | \$ 605,000.00   |
| 21  | 09-62 00  | Specialty Flooring       | \$ 157,700.00   | \$ 157,700.00   | \$ 157,700.00   | \$ 157,700.00   | Kuhn              | \$ 157,700.00            | \$ -                   | \$ 157,700.00   |
| 22  | 09-67 00  | Fluid Applied Flooring   | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 17,379.00           | \$ 17,379.00    |
| 23  | 09-70 00  | Wall Finishes            | \$ 271,200.00   | \$ 280,000.00   | \$ 275,400.00   | \$ 275,533.33   | Madias            | \$ 271,200.00            | \$ 20,000.00           | \$ 291,200.00   |
| 24  | 09-80 00  | Acoustic Treatment       | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 125,000.00          | \$ 125,000.00   |
| 25  | 10-05 00  | Specialty Items          | \$ -            | \$ -            | \$ -            | \$ -            | Rayhaven          | \$ 34,465.00             | \$ 65,000.00           | \$ 99,465.00    |
| 27  | 10-22 00  | Operable Partitions      | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 239,800.00          | \$ 239,800.00   |
| 28  | 10-30 00  | Fireplace Specialties    | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 17,000.00           | \$ 17,000.00    |
| 29  | 11-40 00  | Food Service Equipment   | \$ 8,900.00     | \$ 8,900.00     | \$ 8,900.00     | \$ 8,900.00     | Millis            | \$ 8,900.00              | \$ 400,000.00          | \$ 408,900.00   |
| 30  | 11-65 00  | Athletic Recreational Eq | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 200,000.00          | \$ 200,000.00   |
| 31  | 12-20 00  | Window Treatments        | \$ 36,141.40    | \$ 36,141.40    | \$ 36,141.40    | \$ 36,141.40    | Signature Designs | \$ 36,141.40             | \$ -                   | \$ 36,141.40    |
| 38  | 12-50 00  | Furniture                | \$ -            | \$ -            | \$ -            | \$ -            | Allowance         | 0                        | \$ 1,250,000.00        | \$ 1,250,000.00 |

[illegible]

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|             |    |            |    |            |    |            |    |            |   |
|-------------|----|------------|----|------------|----|------------|----|------------|---|
| Bid Totals: | \$ | 232,450.00 | \$ | 288,900.00 | \$ | 307,500.00 | \$ | 369,892.50 | - |
|-------------|----|------------|----|------------|----|------------|----|------------|---|



[illegible]

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|-------------|----|------------|----|------------|----|------------|----|------------|---|
| Bid Totals: | \$ | 959,135.15 | \$ | 862,330.00 | \$ | 881,650.00 | \$ | 875,996.50 | - |
|-------------|----|------------|----|------------|----|------------|----|------------|---|

[illegible]

|                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Only received (2) bids because several companies declined due to the schematic nature of the drawings combined with the fact the asphalt won't be placed until 2025. Several other bidders are interested in bidding after the drawings are completed. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  | <b>Bidders</b>       |                      |          |          |          |
|----------------------------------|----------------------|----------------------|----------|----------|----------|
| <b>Bidder #:</b>                 | <b>1</b>             | <b>2</b>             | -        | -        | -        |
| <b>Bidder:</b>                   | <b>Nagle</b>         | <b>ASI</b>           |          |          |          |
| <b>Base Bid:</b>                 | \$ 406,500.00        | \$ 326,000.00        |          |          |          |
| Complies with Bid Scope 32-12 00 | No - see below       | No - see below       |          |          |          |
| Includes 8" 21AA Limestone base? | Yes                  | \$ 118,500.00        |          |          |          |
| Concrete collars at catch basins | \$ 15,600.00         | \$ 15,600.00         |          |          |          |
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|                                  |                      |                      |          |          |          |
| <b>Bid Totals:</b>               | <b>\$ 422,100.00</b> | <b>\$ 460,100.00</b> | <b>-</b> | <b>-</b> | <b>-</b> |

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|-------------|----|------------|----|-----------|----|------------|---|---|
| Bid Totals: | \$ | 157,709.00 | \$ | 84,955.00 | \$ | 113,000.00 | - | - |
|-------------|----|------------|----|-----------|----|------------|---|---|

[illegible]

Landscape plans were issued, but no bidders were willing to provide a price due to the design being schematic and incomplete.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
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|-------------|----|------------|----|------------|----|------------|---|---|
| Bid Totals: | \$ | 923,518.00 | \$ | 756,145.00 | \$ | 790,000.00 | - | - |
|-------------|----|------------|----|------------|----|------------|---|---|

[illegible]

We did not recommend the low bidder because we still need to conduct a post-bid interview to ensure the scope is complete, given the large gap in pricing compared to the other bidders.

[illegible]



| Allowance                            | Amount       |
|--------------------------------------|--------------|
| Railings not shown on plan           | \$ 40,000.00 |
| Operable partition overhead supports | \$ 80,000.00 |
| Toilet partition supports            | \$ 4,900.00  |
| Bollards                             | \$ 7,000.00  |
| Elevator Steel not shown             | \$ 40,000.00 |
| RTU supports not shown               | \$ 75,000.00 |
| Lintels                              | \$ 15,000.00 |
| Skylight frames                      | \$ 28,000.00 |
|                                      |              |
|                                      |              |
|                                      |              |
|                                      |              |

This needs to be re-bid after the drawings are finalized due to the extent of the missing scope. We are not using the low bidder as the basis of the GMP as they would not commit to signing a contract for the work they quoted that is on the plans, and referred to their quote as budgetary.

[illegible]

[illegible]

No bidders bid due to the lack of complete specs.

[illegible]

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| <b>Bid Totals:</b> | - | - | - | - | - |
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| Bid Totals: | \$ | 646,300.00 | \$ | 645,000.00 | - | - | - |
|-------------|----|------------|----|------------|---|---|---|

[illegible]

No specification issued, Dixon provided this pricing but we can not guarantee the price without specifications or details showing what the Architect actually wants.

[illegible]

|                    |   |   |   |   |   |
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| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

|                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>B&amp;B missed areas due to the plans not being clear. We will re-bid this category after we receive final drawings. Other bidders are interested in bidding after plans are complete.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  | Bidders       |               |   |   |   |
|----------------------------------|---------------|---------------|---|---|---|
| Bidder #:                        | 1             | 2             | - | - | - |
| Bidder:                          | JD Candler    | B&B           |   |   |   |
| Base Bid:                        | \$ 650,000.00 | \$ 408,298.00 |   |   |   |
| Complies with Bid Scope 07-50 00 | Yes           | Yes           |   |   |   |
| Includes demo of old roofing?    | \$ 16,471.50  | \$ 16,471.50  |   |   |   |
| Includes insulation per scope?   | Yes           | \$ 15,586.00  |   |   |   |
|                                  |               |               |   |   |   |
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|                                  |               |               |   |   |   |
|                                  |               |               |   |   |   |
| Bid Totals:                      | \$ 666,471.50 | \$ 440,355.50 | - | - | - |

[illegible]

Details are not on the drawings so this cannot be bid out, but we know this is required, so we are including this work as an allowance.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|



[illegible]

No specification issued, Dixon provided this pricing but we can not guarantee the price without specifications or details showing what the Architect actually wants.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

There are no Division 8 specifications, so there is no way to bid out the doors, frames, and hardware. I had my in-house door buyer visit the site to prepare an allowance to use doors, frames, and hardware to match existing.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

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[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

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[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

There are no Divison 8 specs, so we instructed bidders to match what's on site.

|                                  | <b>Bidders</b>       |                      |                  |                      |          |
|----------------------------------|----------------------|----------------------|------------------|----------------------|----------|
| <b>Bidder #:</b>                 | <b>1</b>             | <b>2</b>             | <b>-</b>         | <b>4</b>             | <b>-</b> |
| <b>Bidder:</b>                   | <b>Envision</b>      | <b>Edwards</b>       | <b>Peterson</b>  | <b>B&amp;B</b>       |          |
| <b>Base Bid:</b>                 | \$ 596,695.00        | \$ 649,000.00        | Bidding but late | \$ 332,317.00        |          |
| Complies with Bid Scope 08-80 00 | Yes                  | No - see below       |                  | No - see below       |          |
| Includes sliding doors?          | Yes                  | \$ 157,500.00        |                  | \$ 157,500.00        |          |
| Includes Crown OH doors?         | Yes                  | \$ 130,000.00        |                  | \$ 130,000.00        |          |
| Deduct resin panels              | n/a                  | \$ (173,000.00)      |                  | n/a                  |          |
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| <b>Bid Totals:</b>               | <b>\$ 596,695.00</b> | <b>\$ 763,500.00</b> | <b>-</b>         | <b>\$ 619,817.00</b> | <b>-</b> |

[illegible]

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|                                                       | Bidders         |                 |                 |   |   |
|-------------------------------------------------------|-----------------|-----------------|-----------------|---|---|
| Bidder #:                                             | 1               | 2               | 3               | - | - |
| Bidder:                                               | ACP             | Turner Brooks   | PCI             |   |   |
| Base Bid:                                             | \$ 1,255,000.00 | \$ 1,053,000.00 | \$ 1,190,595.00 |   |   |
| Complies with Bid Scope 09-21 00                      | Yes             | No - see below  | Yes             |   |   |
| Includes door hardware install?                       | Yes             | \$ 28,000.00    | Yes             |   |   |
| Includes grid and tile on composite but not enlarged? | Yes             | \$ 78,000.00    | Yes             |   |   |
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|                                                       |                 |                 |                 |   |   |
| Bid Totals:                                           | \$ 1,255,000.00 | \$ 1,159,000.00 | \$ 1,190,595.00 | - | - |



[illegible]

Allowance added for water-proofing and crack isolation due to lack of specs.

[illegible]

[illegible]

There are major discrepancies between the Finish Schedule and Finish Plan. We had the bidders figure rubber in lieu of carpet where the documents contradicted each other.

[illegible]

[illegible]

There are (2) vendors in this market that bid these types of specialty floors, Foster and Kuhn. Foster declined to bid due to a lack of specifications. Kuhn has worked in the facility and did bid, so they are used as the basis of the GMP.

[illegible]

[illegible]

No specs have been provided. Using an Allowance for this Work.

[illegible]

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| <b>Bid Totals:</b> | - | - | - | - |
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[illegible]

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[illegible]

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|-------------|----|------------|----|------------|----|------------|---|---|
| Bid Totals: | \$ | 271,200.00 | \$ | 280,000.00 | \$ | 275,400.00 | - | - |
|-------------|----|------------|----|------------|----|------------|---|---|

[illegible]

We know acoustical panels are desired, but they are not designed or specified in most areas yet.

[illegible]

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|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
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[illegible]

Rayhaven quoted the items they could based on the lack of specs and limited information on the plans. Other items known to be in the scope but not specified are included as allowances. No other bidders were interested due to the lack of specs.

[illegible]

[illegible]

No bidders bid due to the lack of complete specs.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
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[illegible]

No bidders bid due to the lack of complete specs. We met with Millis Associates, a Livonia based KE consultant, to get pricing for their services to help finalize the Kitchen design, and recommend hiring them ASAP.

[illegible]

|                    |           |                 |
|--------------------|-----------|-----------------|
| <b>Bid Totals:</b> | <b>\$</b> | <b>8,900.00</b> |
|--------------------|-----------|-----------------|

[illegible]

No bidders bid due to the lack of complete specs.

[illegible]

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|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|

[illegible]

No specs are provided. Signature Design gave a price which we will use as the basis of our GMP.

[illegible]

[illegible]

We received furniture quantities, but due to the lack of specs, bidders cannot price this scope apples to apples. A furniture plan is needed to get pricing.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
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[illegible]

Schindler priced this, but the other elevator contractors would not price it without specifications. Schindler's price is being used as the basis of the GMP.

[illegible]

[illegible]

Other bidders said they would price this once the drawings are complete. We still need to do a post-bid with Jackson to find out hwy their pricing is so low.

[illegible]

|             |    |            |    |            |   |   |
|-------------|----|------------|----|------------|---|---|
| Bid Totals: | \$ | 498,780.00 | \$ | 318,730.00 | - | - |
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[illegible]

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[illegible]

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|-------------|----|------------|----|------------|----|------------|---|---|
| Bid Totals: | \$ | 815,600.00 | \$ | 798,868.00 | \$ | 805,750.00 | - | - |
|-------------|----|------------|----|------------|----|------------|---|---|

[illegible]

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[illegible]

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|-------------|----|--------------|----|--------------|----|--------------|---|
| Bid Totals: | \$ | 1,789,000.00 | \$ | 1,676,000.00 | \$ | 1,725,000.00 | - |
|-------------|----|--------------|----|--------------|----|--------------|---|

[illegible]

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|                                  | Bidders       |               |                 |   |   |
|----------------------------------|---------------|---------------|-----------------|---|---|
| Bidder #:                        | 1             | 2             | 3               | - | - |
| Bidder:                          | Trademark     | Centerline    | Gemini          |   |   |
| Base Bid:                        |               |               | \$ 2,337,800.00 |   |   |
| Complies with Bid Scope 26-05 00 | Yes           |               | Yes             |   |   |
| Complies with Bid Scope 28-31 00 |               |               | \$ 129,200.00   |   |   |
| Used Generator                   | \$ 149,731.00 | \$ 149,731.00 | \$ 149,731.00   |   |   |
|                                  |               |               |                 |   |   |
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|                                  |               |               |                 |   |   |
| Bid Totals:                      | \$ 149,731.00 | \$ 149,731.00 | \$ 2,616,731.00 | - | - |

[illegible]

No specs or design criteria has been made available.

[illegible]

|                    |   |   |   |   |   |
|--------------------|---|---|---|---|---|
| <b>Bid Totals:</b> | - | - | - | - | - |
|--------------------|---|---|---|---|---|



Exclusions and Clarifications

6/24/2024

|               |                           |
|---------------|---------------------------|
| Project Name: | Livonia Rec-Senior Center |
| Address       | 15100 Hubbard St          |
| Architect:    | HRC/DSD                   |
| MEP:          | HRC/DSD                   |
| Structural:   | Resurget                  |
| Civil         | HRC                       |

|   |                                                                                                                                                                                    |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Utility usage fees are not included, and shall be paid for direct by the Owner (i.e. gas, electrical, water, and sewer).                                                           |
| 2 | Surveying and removal of hazardous materials is not included.                                                                                                                      |
| 3 | Allowances are included for undercutting and dewatering. Costs above these allowances to deal with unsuitable soils and/or other ground conditions shall be paid for by the Owner. |
| 4 | Moving and/or disposal of existing FF&E is not included.                                                                                                                           |
| 5 | Repairs and/or maintenance to equipment and other components scheduled to remain or be re-used are not included, and shall be Owner provided.                                      |
| 6 | City of Livonia permit fees are not included, and shall be paid for direct by the Owner is required.                                                                               |
| 7 | The generator included is used per the submittal sent to HRC for review.                                                                                                           |
| 8 | Removal of the existing track is not included (the plans show conflicting information).                                                                                            |



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

### **General Bid Scope (to be included by all trades)**

1. The word “Provide” shall mean to furnish and install. All Work described below is intended to be furnished and installed unless otherwise notes, even if the work “Provide” is not used.
2. The word “Plans” when used in this document shall mean all the Bid Documents enumerated below.
3. The Bid Category codes used in this document tie back to standard PCI cost codes and are not intended to reference sections of the Specifications.
4. Bid Documents shall consist of the following documents:
  - a. 20240522\_LivoniaRecCenter\_PLANS-EARLYBIDPACKAGE.
    - i. Plans prepared by HRC, DeClemente Siegel, and Resurget.
  - b. 20240522\_LivoniaRecCenter\_SPECS-EARLYBIDPACKAGE.
    - i. Specifications prepared by HRC, DeClemente Siegel, and Resurget.
    - ii. Geotechnical Investigation prepared by G2 Consulting Group.
    - iii. Phase II Environmental Site Assessment Report prepared by Environmental Consulting Solutions.
  - c. PCI Safety Policy/Safety Manual.
  - d. City of Livonia Senior-Rec Center Schedule – 05-23-2024 (Schedule).
    - i. This schedule is preliminary and is subject to change at the discretion of the Contractor/Construction Manager.
  - e. City of Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024 (this document).
  - f. City of Livonia Senior-Rec Center Phasing and Site Logistics Plan – 05-23-2024 (Phasing and Logistics Plan).
  - g. Modified AIA A401 document including The Harmony Clause.
  - h. Supplemental Subcontract Language.
  - i. Invitation to Bid.
  - j. PCI-D Pre-Task Plan Template.
  - k. Bid Form:
    - i. Only proposals sent using this bid form will be accepted.
    - ii. If you bid more than one Bid Scope Category, you need to submit a separate bid form for each category.
  - l. Any future Bid Correspondences issued by PCI via Procore.
5. The word “trades” when used in this document shall refer to a Subcontractor, vendor, company, or any other entity involved in performing Work at the project site.
6. All trades shall have an EMR rating of less than 1.0.
7. All trades shall provide their own scaffold and/or lifts. If you plan on using a lift, you must validate that the floor of the building can safely support the load of the lift. You are required to validate this using a licensed Structural Engineer at your cost. If the floor cannot support the equipment, you are responsible to whatever means are methods are required to complete your Work.
8. All trades shall include daily cleaning of debris caused by their work (debris to be placed in on-site dumpster). If you fail to meet this obligation cleaning will be provided by others on your behalf and you shall be back-charged the cost of this cleaning.
9. All trades shall include the equipment and other ancillary items required to complete their work.



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

10. All trades shall be responsible for the required observation of work areas after performing hot work to ensure the area is safe and the risk of fire is eliminated prior to stopping supervision of the area.
11. On-site parking is provided at no cost.
12. All trades shall include the required PPE for their staff.
13. If special power beyond a single 120v, 20a circuit is required to complete your work you must note the specific power and desired location of such power clearly in your proposal. If you do not stipulate special power requirements in your proposal, you will be responsible for the costs of providing any special power required using the electrical contractor of PCI's choice.
14. Clearly exclude any work related to your scope that is not included in your proposal (exclusion of scope work detailed below may result in immediate rejection of your bid).
15. All subcontractors shall comply with "The Harmony Clause" as attached hereto.
16. Workers must comply with the requirements of the PCI Safety Manual. Use of a hard hat or other PPE provided by PCI-Dailey will be charged at a rate of \$20.00/day.
17. All trades must complete a Pre-Task Plan for all Work being performed on site, using the included PCI-D Pre-Task Plan Template.
18. Radios are strictly prohibited from being used on the premises. If anyone working or subcontracted by your company uses a radio within the premises, you will be assessed a Disturbance Management Fee of \$200.00 per incident.
19. Smoking is strictly prohibited on the premises, including all surrounding City of Livonia owned property. You will be assessed a Disturbance Management Fee of \$200.00 per incident of any representatives of your firm are caught smoking on the premises (includes vaping, including in parked vehicles).
20. The Bid Scopes detailed below, and all documents referenced above will be incorporated into your subcontract agreement. Additional language and documents may be added post-bid.
21. Shop drawings, submittals, and material samples shall be provided as required by the Architect, Engineer, PCI-Dailey, the Owner, and the code authorities having jurisdiction, as part of your base bid.
22. Material escalations shall be included as needed to comply with the Schedule. Change Orders will not be issued for material escalation costs unless the commencement of a task exceeds the Schedule by 6 months or more.
23. 3<sup>rd</sup> party testing and inspection services shall be provided by others for all trades. All trades must coordinate and cooperate with the 3<sup>rd</sup> party testing and engineering consultant.
24. Gasoline and diesel fueled equipment cannot be used inside of the existing building.
25. Some drawing sheets are prepared using colored lines and graphics, and these sheets may not be read properly if plotted or viewed in Black and White or Greyscale. Any drawings that use color should be viewed in color when preparing your bid and executing the Work.
26. Winter Conditions shall be excluded from all bids. PCI-Dailey will include allowances for winter conditions. If you expect that based on the Schedule, your Work will require winter conditions that would increase your Subcontract Amount, then provide a rate schedule of potential winter conditions with your bid. You will not be reimbursed for winter conditions that are not on the rate schedule received with your bid, or if you do not submit a rate schedule.
27. Each trade that performs Work that requires a trade specific permit shall include all required plan review, permit, and inspection costs in their bid.



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

28. Each trade running their systems through fire and/or smoke rated assemblies (walls, partitions, floors, etc...) shall provide approved sealing of such penetrations to maintain the rating of the assembly.
29. No special wage requirements apply to this Project.

### **Work Hours:**

1. Normal Work Hours shall be 7:00am to 4:00pm Monday through Friday.
  - a. If you must work outside of the Normal Work Hours to meet the requirements of the Schedule, you will be responsible for paying PCI-Dailey additional supervision costs of \$142.50/hr for each hour you are mobilized outside of normal business hours.
    - i. This does not apply for Work that must be performed outside of Normal Work Hours as specified in Item #2 below.
2. Work in occupied portions of the building, and utility shutdowns, must be completed between the hours of 10:00pm and 5:00am.
  - a. Any utility shutdowns must be communicated to the project team at least 7 days prior to the shutdown.
  - b. See specific bid Scope Categories for additional information regarding building utility shutdown parameters. Specific maximum shutdown durations are specified for some utilities.

### **Work already under Contract:**

1. The generator will be used and furnished to the site for installation by 26-05 00.

### **Bid Scopes (by trade discipline):**

#### **02-41 00 – Demolition**

1. Removal of partitions and walls per the plans.
  - a. This includes cutting items to be demolished clean from items specified to remain.
2. Removal of doors, frames, sidelites, borrowed lites, windows, and hardware per the plans.
3. Removal of existing flooring per the plans.
  - a. Removal of existing flooring adhesive is not required.
4. Removal of existing ceilings, soffits, bulkhead, and the related framing assemblies per the plans.
5. Removal of existing brick per the plans.
6. Removal of existing building structural elements per the plans.
  - a. This includes cutting items to be demolished clean from items specified to remain.
  - b. This includes shoring, and all required engineering, as needed to properly support, brace, and protect the existing structure scheduled to remain.
7. Removal of electrical equipment, conduit, circuitry, lighting fixtures, devices, and the related hangers and supports per the plans.
8. Removal of existing domestic water, sanitary, vent, and storm piping, plumbing equipment, plumbing fixtures, and the related hangers and supports per the plans.
9. Removal of existing mechanical piping, mechanical equipment, ductwork, grilles, registers, diffusers, pumps, and the related hangers and supports per the plans.
10. Removal of existing casework, countertops, fixtures, devices, and other equipment per the plans.
11. Removal of existing roofing and related insulation, skylights, and other related items per the plans.



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

12. Removal of demolition debris from the site to be legally disposed of off-site, including any and all disposal costs, including items considered universal waste.
13. Neatly cut assemblies where only a portion shall be removed.
14. Protection of existing surfaces, equipment, devices, and fixtures to remain during the demolition process.
15. Dust control as required.
16. Excludes:
  - a. Removal of FF&E.
  - b. Site demolition.
  - c. Separating live MEP systems from MEP systems to be demolished (i.e. cut and cap).
  - d. Demo of fire suppression system components and related piping.
  - e. Demolition of electrical distribution equipment, conduit, wiring, etc... from the existing Electrical Room(s).
  - f. Demo of fire alarm system components and related wiring.

### 31-05 00 – Earthwork and Utilities

1. Demo site elements per the plans:
  - a. Trash and MEP system enclosures including walls, foundations, etc....
  - b. Paving, curbs, stoops, etc....
    - i. Includes saw cutting as needed to leave a clean separation of existing to remain from items to be demolished.
  - c. Plantings.
  - d. Site equipment and specialties.
  - e. Site utilities (gas, water, electrical, sanitary, storm, and telecom).
  - f. The existing gas, water, sanitary, and electrical conduits feeding the building shall be abandoned underground and filled with a flowable fill. This work will require separate mobilizations due to the timing of the new utilities being delivered to the site, and the fact that the existing utilities must remain active until the new utilities are provided.
  - g. The existing sanitary sewer connected to the building shall remain active until the new sanitary sewer is installed and ready to connect. The switchover between the new sanitary sewer and the existing sanitary sewer shall be completed outside of the building's normal operating hours to avoid disruption to the building's operations.
  - h. Fencing.
  - i. Soccer fields (not specified on Removals Plan, field verify).
  - j. Other site elements per the plans.
2. Provide SESC measures per the plans, and as required by all authorities having jurisdiction over the Project. Includes maintenance of SESC measure as needed throughout the course of the Project.
3. Provide mud mats as shown on the Phasing and Logistics Plan.
4. Provide temp fencing for the duration of Phase 1 of the Project as shown on the Phasing and Logistics Plan. Re-work/reconfigure fencing as needed to complete the Work of the Project while keeping the site safe and secure.
5. Management of stormwater during construction:
  - a. All new Work shall be installed prior to removals of existing utilities to the extent possible to maintain existing utility usage and stormwater control.



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

- b. You must prepare detailed plans to manage stormwater during the course of the Work of this Bid Scope Category, including pumping as needed.
  - c. Any permits required for discharge of stormwater to sources not already permitted must be obtained as part of the Work of this Bid Scope Category.
  - d. Temporary management of stormwater shall not cause any portions of the site to pool water or flood and shall be designed to ensure stormwater doesn't collect in areas of new Work.
  - e. Detailed plans shall be submitted to show how stormwater will be managed during the entire course of the Project, until the permanent stormwater management system is completed. These plans shall be in compliance with the requirements and rules of all authorities having jurisdiction over the Project.
6. The building shall remain operational throughout the course of construction. Any utility work that will require a utility shutdown must be performed outside of the building's normal business hours to minimize disruption to the building's operations.
7. Strip topsoil and stockpile on site for future use.
8. Placement of topsoil including final grade.
9. Haul-out of excess topsoil.
10. Cut site per the plans to meet the required grades and haul all spoils, which all shall be legally disposed of off-site, including any and all disposal costs.
11. Provide new suitable fill per the plans to meet the required grades. Do not figure the re-use of cut portions of the site for new fill required (all cut soils are assumed to be unsuitable).
12. Grade site for pavement base (pavement base by others), curbs, and all other elements per the plans.
13. Prepare the building pad with compacted fill ready for concrete using compacted materials per the plans.
14. Complete site utility install, demo, and re-work of the following systems:
  - a. Water main.
  - b. Storm sewer.
  - c. Sanitary sewer.
  - d. Hydrants.
15. Excavation, trench protection, and back-fill as needed for site utility work.
16. Saw-cutting and demo of pavement for site utility work (may not all be shown on the plans, field verify extents required).
17. Retention ponds per the plans.
18. Mud mats for site entry at (2) locations per the Phasing and Logistics Plan.
19. Stone at maintenance thereof material staging areas and construction access roads per the Phasing and Logistics Plan.
20. Traffic control including all required permits as required to complete the Work of this Bid Scope Category.
21. Tree protection per the plans and as required by the governing authorities.
22. All work to be performed in accordance with the Geotechnical Report.
23. Undercutting per the Geotechnical Report.
24. Dewatering as needed to complete the Work of this Bid Scope Category.





## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

25. Street cleaning as required during the course of the completion of the Work of this Bid Scope Category.
26. Final grading at all areas of the site (to +/- .10 foot).
27. Excludes:
  - a. Layout.
  - b. Street cleaning when Work of this Bid Scope Category is not active.
  - c. Base at site paving.
  - d. Excavation and backfill for foundations.
  - e. Backfill at curbs.
  - f. Removal of SESC measures.

### 32-12 00 – Asphalt Paving

1. Final grading (from +/- .10 foot).
2. Compacted base and per the plans and Geotechnical Report for Asphalt paving.
3. Concrete curbs per the plans.
  - a. Included any required stone/back-fill.
4. Asphalt paving per the plans and Geotechnical Report.
5. All new parking and site roadways shall be asphalt unless otherwise noted.
6. Stripping of all pavement per the plans (including areas with Concrete paving if applicable).
7. Parking lot accessories at all pavement areas per the plans (signs, bumper blocks, etc....).
8. Patching of asphalt and Concrete curbs in ROWs as needed for site utility work.
9. Joint details per the plans including any required saw-cutting and joint sealants.
10. Separate mobilizations for placement of wearing and levelling asphalt courses.
11. Concrete collars at catch basins per the plans.
12. Concrete wash-out collection and removal.
13. Excludes:
  - a. Concrete site pavement.
  - b. Curbs integral to sidewalks.
  - c. Layout.

### 32-13 00 – Site Concrete

1. Final grading (from +/- .10 foot).
2. Compacted base and per the plans and Geotechnical Report for Concrete paving and sidewalks.
3. Concrete site paving/flatwork per the plans.
  - a. Includes requirement reinforcing.
4. Concrete sidewalks per the plans.
  - a. Includes requirement reinforcing.
  - b. Includes curbs integral to sidewalks.
5. Concrete wash-out collection and removal.
6. Generator pad and required foundations.
7. Concrete spillways into storm retention areas.
8. Frost footings including required reinforcing, excavation, and back-fill.
9. Footings/foundations at site walls and enclosures including required reinforcing, excavation, and back-fill.
10. Patching of Concrete in ROWs as needed for site utility work.



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11. ADA detectable warning assemblies per the plans.
12. Joint details per the plans including any required saw-cutting and joint sealants.
13. Setting of bollards (furnished by others).
14. Separate mobilizations for Concrete site paving and sidewalks.
15. Excludes:
  - a. Asphalt paving.
  - b. Concrete curbs except those integral to sidewalks.
  - c. Furnishing bollards.
  - d. Layout.
  - e. Transformer and medium voltage switch pads.
  - f. Bases/foundations at site lighting.

### 32-90 00 – Landscaping

1. Site plantings per the plans.
2. Hydroseed and sod per the plans.
3. Landscape beds including specified mulch, rock, edging, etc... per the plans.
4. Irrigation system per the plans.
  - a. Includes sleeves as needed prior to placement of site pavement and sidewalks.
  - b. Start-up, maintenance, and winterization of irrigation system for 1 year from the date of Phase 1 project completion.
  - c. Design-Build using the plans as the minimum basis of design. The system shall be designed to avoid wetting site pavement and building surfaces during operation.
5. Rip rap at storm detention areas per the plans.
6. Removal of SESC measures.
7. One Year warranty on all plantings inclusive of all required pruning, pest control, fertilization, other maintenance, and seasonal protection.
8. Excludes:
  - a. Lawnmowing and fertilization of grass after turnover.

### 03-05 00 – Interior Concrete Flatwork and Building Foundations

1. Excavate for new foundation as needed. Remove unsuitable spoils from the site and legally dispose of off-site, including any and all disposal costs.
2. Saw-cut, removal, dowels, and replacement of existing Concrete as needed to install new footings/foundations.
3. Undercut for new foundations per the Geotechnical Report.
4. Forms and reinforcing for new foundations.
5. Foundations per the plans.
6. Elevator pit per the plans including all required excavation and back-fill.
  - a. Includes formed sump pit.
7. Coordination and installation of sleeves in foundations (furnished by MEP trades).
8. Remove forms and back-fill foundations. Import suitable back-fill materials as needed.
9. Set anchor bolts and embeds (furnished by others).
10. Epoxy dowels per the plans.
11. Provide vapor barrier for slab on grade per the plans.



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12. Provide perimeter insulation at slab on grad and foundations per the plans.
13. Final grade of building pad (from +/- .10 foot).
  - a. Final grade shall take place after MEP trades install their underground systems.
14. Slabs on grade.
15. Slabs on metal decking.
16. Pour stops and other forms as needed.
17. Concrete pumping equipment and additives as needed due to logistical constraints.
18. All Concrete floor slabs shall receive vapor-lock admixture.
19. Concrete joint details per the plans, including any required saw-cutting and joint sealants.
20. Concrete wash-out collection and removal.
21. Concrete in metal stair pans (stair pans provided by others).
22. Concrete housekeeping and equipment pads per the plans.
23. Concrete columns and related reinforcing.
24. The existing gas, water, and electrical service will need to remain in service while the Gym Addition is being constructed.
25. Excludes:
  - a. Layout.
  - b. Foundations for site walls and enclosures.
  - c. Exterior frost footings.
  - d. Pour stops at metal decking.

### 04-05 00 – Masonry:

1. Interior and exterior CMU walls per the plans.
2. Grouting and reinforcing of CMU walls per the plans.
3. Brick per the plans.
  - a. New brick shall match existing. Provide samples and mock-ups for approval as needed.
  - b. Any brick ties at CFMF shall align with stud locations to avoid blocking.
4. Cavity insulation and brick ties at new brick per the plans.
5. Smoke and fire seal at masonry walls per the plans.
6. Cut or prepare when constructing openings in masonry walls for MEP trades (Small cores 8" or less in diameter excluded).
7. Set Steel lintels (furnished by others).
8. Prepare pockets and grout in other Steel framing members and embeds per the plans (Steel provided by others).
9. Provide masonry accessories per the plans (copings, expansion joints, weeps, flashing, etc....).
10. Set and grout elevator door frames (furnished by others). Frame may not be available when the shaft walls need to be constructed.
11. Grout elevator sills.
12. Prepare pockets and grout in elevator embeds (embeds furnished by others).
13. Set and grout HM door frames in new masonry walls (frames furnished by others).
14. Cutting and preparation of new openings in existing masonry walls per the plans. Tooth-in masonry as needed.
15. In-fill existing openings in masonry walls per the plans. Tooth-in masonry as needed.
16. Cleaning/washing of masonry post-install.



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17. Wash-out collection and removal.
18. Shoring and bracing of masonry walls as needed during construction until the entire structural system is installed and approved.
19. Provide appropriate support bases and bracing to support scaffolding, hydro-mobiles, or other equipment to be used to install the masonry.
20. Excludes:
  - a. Joint sealants.
  - b. Cores for MEP less than 8" in diameter.

### 05-05 00 – Metals:

1. Structural steel per the plans:
  - a. Beams.
  - b. Columns.
  - c. Channels.
  - d. Joists.
  - e. Lintels.
  - f. Anchor bolts.
  - g. Other misc. framing members.
2. Safety cables, rails, and other edge protection as required throughout the course of the Work of this Bid Scope Category.
3. Roof ladder(s).
4. Elevator pit ladder(s).
5. Stair pans.
6. Floor and roof decking.
7. Pour stops at metal decking.
8. Metal handrails.
9. Ornamental Steel per the plans.
10. Bollards.
11. Roof screening supports and related siding.
12. Pre-drill Steel for operable partition track support rods.
13. Cranes and other equipment as needed to lift/rig Steel.
  - a. Note tight site conditions and size crane(s) accordingly.
  - b. Note cranes cannot be used for Steel being installed inside of the existing building.
 Provide other equipment as needed.
14. Shoring and bracing of Structural Steel as needed during construction until the entire structural system is installed and approved.
15. Hot-Dip galvanizing of all Steel that will be exposed to the exterior.
16. Prepare openings in metal decking and provide angle supports for MEP system penetrations, hatches, and roof curbs.
17. Smoke/fume control when welding in interior spaces as needed.
18. Excludes:
  - a. Layout.

### 06-22 00 – Millwork



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1. Field measure new and existing conditions as needed.
2. Custom made cabinets per the plans.
3. Countertops per the plans (all types).
4. Windowsills if specified as p-lam, stone, or solid surface.
5. Mounting of under-mount sinks.
6. Countertop supports per the plans.
1. Shelving and related supports per the plans.
2. Wood wall and ceilings per the plans.
  - a. Pre-finish.
3. Wood trim per the plans.
  - a. If specified as painted it shall be installed shop primed.
  - b. If specified as stained it shall be installed pre-finished. Fill fastener holes post-install.
4. Custom benches per the plans.
5. Coat rods and shelves per the plans.
6. Provide holes and grommets as required.
7. Wood base if specified.
  - a. If specified as painted it shall be installed shop primed.
  - b. If specified as stained it shall be installed pre-finished. Fill fastener holes post-install.
8. Edge profiles on stone, solid surface, and simulated stone countertops per the plans.
9. Caulking of new millwork to adjacent surfaces.
10. Shimming as required.
11. Scribe millwork to adjacent surfaces as needed for a tight fit.
12. Cabinet pulls/hardware per the plans.
13. Die walls as needed at new millwork.
14. Back-splashes at countertops per the plans (if made from countertop materials).
15. Delivery and installation.
16. Excludes:
  - a. In-wall blocking.

### 07-25 00 – Weather Barriers

1. Air and moisture barriers per the plans.
2. Damp-proofing and waterproofing per the plans.

### 07-50 00 – Roofing

1. Removal and disposal of existing roofing per the plans including removal of roofing demolition debris from the site to be legally disposed of off-site, including any and all disposal costs.
2. Roofing system per the plans (includes all related insulation, vapor barrier, saddles and tapering, flashings, coverboard, etc...).
3. Roof scuppers.
4. Installation and flashing of new mechanical roof curbs and flashing of existing curbs.
5. Flashing of new and existing MEP penetrations.
6. Coping per the plans.
7. Roof access hatch(s).
8. Roof accessories (walking pads, etc...).
9. Skylights and associated curbs.



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### 10. Excludes:

- a. Furnishing of Roof drain assemblies.
- b. Locating installation location of mechanical curbs.
- c. Furnishing mechanical roof curbs.

### 07-81 00 – Applied Fireproofing

1. Fire-proofing of Structural Steel framing members per the plans.
2. Up to (3) mobilizations for Phase 1 and (1) mobilization for Phase 2.
3. Protection of adjacent surfaces against overspray.
4. Clean and prep Steel as required to comply with the manufacturer's requirements to apply the product.
- 5.

### 07-90 00 – Joint Protection

1. Joint sealants per the plans.
2. Backer rods as required.
3. Excludes:
  - a. Joint sealants at Concrete slabs.
  - b. Joint sealants at site paving.
  - c. Joint sealants at millwork and counters.
  - d. Joint sealants at door frames.

### 08-10 00 – Doors and Frames

1. Furnish door and window frames per the plans.
2. Furnish doors per the plans.
  - a. Door with lites shall come pre-glazed.
  - b. Wood doors specified to be stained shall be factory finished.
2. Traffic/impact doors, frames, and hardware per the plans.
3. Furnish door hardware per the plans.
4. Furnish key cores that are compatible with the Owner's keying system with all locking door hardware.
5. Delivery to the jobsite using a truck equipped with a liftgate.
6. All items must be tagged per the Door Schedule designations.
7. Excludes:
  - a. Keying.
  - b. Aluminum storefront doors, frames, and hardware.
  - c. Aluminum curtainwall doors, frames, and hardware.
  - d. Electric operated sliding glass doors.

### 08-32 00 – Sliding Glass Doors

1. Electric operated sliding glass door and sidelite assemblies per the plans.
2. Programming and commissioning as needed.
3. Coordination with access control/security vendor as needed.
4. Coordination with fire alarm vendor as needed.
5. Door assembly shall be custom sized to fit field measured opening.





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6. Glazing at sidelites and door lites as needed per the plans.

### 08-36 00 – Panel Doors

1. Overhead doors, operators, and related tracks per the plans.
2. Adjustments, programming, and commissioning.
3. All required low-volt wiring, controls, and sensors.

### 08-80 00 – Glazing

1. Glazing for sidelite and borrowed lite frames per the plans.
2. Storefront glazing, doors, frames, and hardware per the plans.
3. Curtainwall glazing, doors, frames, and hardware per the plans.
4. Furnish key cores that are compatible with the Owner's keying system with all locking door hardware.
5. Mirrors per the plans (all types).
6. Glass railings per the plans.
7. Check operation and adjust/repair existing frameless glass doors as needed.
8. Field measure for glass as needed.
9. Scribe glass as needed.
10. Silicone sealant at glazing as needed.
11. Delivery and installation.
12. Excludes:
  - a. Keying.
  - b. Electric operated sliding glass doors.
  - c. Skylights.

### 09-21 00 – Gypsum Board Assemblies and Ceilings

1. Layout of all new partitions, doors, sidelites and borrowed lites, and ceilings.
2. Metal stud wall, ceiling, and soffit framing per the plans.
3. Framing of openings in new and existing partitions for new and existing MEP systems as required.
  - a. Not all MEP systems will be installed when the walls are framed. Include costs to frame MEP opening in partitions after they are framed/built.
  - b. Framing shall not attach to MEP systems and shall be independently supported as required as part of this bid category.
4. Gyp bd at wall, soffit, and ceiling assemblies per the plans.
5. Exterior cold formed metal framing per the plans.
6. Exterior sheathing per the plans.
7. FRP per the plans.
8. Engineered drawings for all exterior wall framing, and for interior walls as needed to ensure studs are sized to avoid excessive deflection.
9. Tile backer board at wall tile locations as needed.
10. Acoustical insulation and caulk per the plans.
11. Acoustical ceiling assemblies per the plans.
12. Repairs to existing gyp bd surfaces as required for a Level 4 finish in areas specified to receive new wall finish.



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13. Blocking/backing for wall hung items per the plans (millwork, mirrors, TVs, specialty items, etc...)
14. Blocking/backing for exterior elements per the plans (copings, windows, etc....).
15. Gyp bd ceiling and related metal framing or suspension system per the plans.
16. Painting of cut edges of ceiling tile to match ceiling finish as required at visible cuts.
17. Tie wires at light fixtures in ceilings for independent support as required per code.
18. Control joints as required. Submit shop drawing detailing proposed locations for approval prior to commencement of the Work.
19. Visible edges of gyp bd at openings shall be finished for a monolithic, straight finish (i.e. exposed un-finished cut edges of gyp bd shall not be permitted).
20. Any existing electrical or low-volt devices not shown on the plans shall be removed by 26-05 00. Blank plates will not be accepted. Field verify, and patch wall surfaces as needed to a Level 4 finish.
21. Material shall be delivered in phases as needed to avoid being in the way of other trades and to avoid overloading of the building structure.
22. Installation of doors, frames, and hardware.
  - a. Receive materials and deliver them to the floor from the loading area.
23. Installation of fire protection specialties.
24. Installation of toilet accessories.
25. Excludes access panels. PCI will carry an Allowance for this Work.

### 09-30 00 – Tiling

1. Wall/backsplash tile per the plans.
2. Floor tile per the plans.
  - a. Provide crack isolation as required.
  - b. Provide waterproofing as required.
3. Interior stone wall treatment, including related ledges, sills, etc.....
4. Includes edge trim and other details required for a complete install, even if not shown on the plans.
5. Caulk edges and areas susceptible to movement with caulk color matched to the grout to avoid future grout cracking.
6. Provide stone, solid surface, and other similar thresholds per the plans.
7. Seal grout if not epoxy.
8. Slope floors as needed for proper drainage to floor drains.
9. Tile layout drawings as required by the Architect for approval.
10. Clean tile post installation.

### 09-60 00 – Flooring

1. Skim-coat floors with self-leveling floor prep at resilient flooring areas.
2. Remove any remaining pins on the floor as needed to install the new floor.
3. Sweep and clean Concrete slab as needed prior to flooring installation.
4. Cut around in-floor devices as needed.
5. Provide new carpet per the plans.
6. Provide new vinyl, rubber, and other flooring per the plans.
  - a. Includes at stairs if specified.
7. Provide floor base per the plans (at all areas of the space).
8. Provide flooring transitions per the plans.



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9. Provide stair treads, risers, etc... per the plans.
10. Vacuum new carpet post-install.
11. Clean new vinyl/resilient and rubber flooring post-install.
12. Wax and seal VCT flooring post-install.
13. Floor base shall be provided in continuous rolls in lieu of small strips to the extent possible.
14. Seaming/pattern/layout plans as required by the Architect for approval.
15. Product samples and submittals as required by the Architect.
16. Excludes:
  - a. Wood Gym Flooring and related base.
  - b. Fluid applied and polished Concrete flooring.
  - c. Wood base.

### 09-62 00 – Specialty Flooring

1. Wood Gym flooring assembly and related floor base.
  - a. Includes vapor barriers, underlayment, etc... per the plans.
2. Sweep and clean Concrete slab as needed prior to flooring installation.

### 09-67 00 – Fluid Applied Flooring and Polished Concrete

1. Sealed Concrete, Epoxy flooring, and Urethane Flooring per the plans.
  - a. Scarify and/or grind the floor as needed per the product manufacturer's requirements to properly prep the floor.
  - b. Fill cracks, joints, and voids as needed.
  - c. Provide reinforcement at cracks, joints, etc... as required.
  - d. Check moisture of the existing Concrete as needed prior to installation to ensure the moisture content is within the manufacturer's allowable range.
  - e. Apply coating systems per the plans and per the manufacturer's requirements.
    - i. Provide broadcasts per the plans.
  - f. Provide any required stripping per the plans.
2. Polished Concrete per the plans:
  - a. Grind the existing Concrete down as needed to remove large voids, and to provide a salt and pepper finish.
  - b. Patch existing remaining voids, cracks, and joints.
  - c. Apply stain guard.
  - d. Polish the floor as follows:
    - i. 30 grit metal bond diamond tooling.
    - ii. 60 grit metal bond diamond tooling.
    - iii. 120 grit metal bond diamond tooling.
    - iv. 50 grit hybrid bond diamond tooling.
    - v. 100 grit hybrid bond diamond tooling.
    - vi. Apply a densifier such as Retro Plate 99 or equal.
    - vii. 200 grit resin bond diamond tooling.
    - viii. 400 grit resin bond diamond tooling.
    - ix. 800 grit resin bond diamond tooling.
    - x. 1500 grit resin bond diamond tooling.
    - xi. Install sub-surface stain guard protector.
    - xii. Burnishing to finish the polishing process.



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- e. HEPA filtration shall be connected to grinding and polishing equipment to avoid excessive dust in the areas of work.
- f. All new partitions/walls will be constructed prior to the commencement of floor polishing. Figure the appropriate edge work as needed to ensure edges look the same as the field.
- g. Provide up to (3) 5' x 5' on-site samples for each specified flooring type.
- h. Clean the floors post installation.

### 09-70 00 – Wall Finishes

- 1. Paint new and existing wall and ceiling surfaces per the plans.
- 2. Paint new and existing painted doors and frames per the plans.
- 3. Prep and primer as needed.
- 4. Minimum (2) coats of finish paint
- 5. Tape-off and protect adjacent surfaces as needed.
- 6. Phased painting as needed to accommodate working around other trades.
- 7. Prime walls that are scheduled to receive wallcovering.
- 8. Paint metal stair pans, railings, and related items per the plans.
- 9. Paint Steel bollards.
- 10. Paint HM doors and frames.
- 11. Paint Wood doors specified to receive a painted finish.
- 12. Paint Wood base specified to receive a painted finish.
  - a. Caulk to adjacent surfaces, and fill fastener holes.
- 13. Caulking of door and window frames to the wall surface.
- 14. Provide wallcovering per the plans.
- 15. Paint drawdowns as required by the Architect.
- 16. Paint previously painted HM frames (field verify).
- 17. Paint previously painted core doors (field verify).
- 18. Paint elevator doors and frames per the plans, if specified.
- 19. Wall protection and corner guards per the plans.
- 20. Excludes:
  - a. Staining new wood doors.
  - b. Staining of any wood elements provided as part of Bid Package 06-22 00.

### 09-80 00 – Acoustic Treatment

- 1. Acoustical wall panels per the plans.
- 2. Field measure and scribe to adjacent surfaces as needed.
- 3. All exposed edges shall be finished.

### 10-05 00 – Specialty Items

- 1. Furnish new toilet accessories per the plans, and delivery to the site.
- 2. Provide toilet partitions per the plans.
- 3. Furnish new fire extinguishers and related cabinets per the plans and delivery to the site.
  - a. Provide tags certifying new extinguishers.
- 4. Provide other items specified within Division 10, unless excluded below.
- 5. Excludes:
  - a. Wall protection.



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- b. Operable partitions.
- c. Fireplace.

### 10-22 00 – Operable partitions

- 1. Field measure and prepare shop drawings.
- 2. Provide partitions and related track and threaded rod per the plans.
- 3. Adjustments and commissioning.
- 4. Excludes:
  - a. Pre-drilled Steel beam overhead support.

### 10-30 00 – Fireplace Specialties

- 1. New fireplace per the plans.
- 2. Final connections to utility stubs.
- 3. Setup and Owner training.
- 4. Review of other trade shop drawings to ensure proper rough opening, utility placement, etc.....
  - a. Includes attendance to (1) on-site coordination meeting.
  - b. Includes attendance to
- 5. Excludes:
  - a. Surrounding finish materials that are part of other Bid Scope Categories.
  - b. Chimney ducting.
  - c. Utility stubs.

### 11-40 00 – Food Service Equipment

- 1. Design-Build.
- 2. The plans shall serve as the basis of design.
- 3. Include cut sheets of all proposed equipment with your pricing.
- 4. Expediting of Health Department permits, including 3<sup>rd</sup> party consultant as needed to prepare plans and fill out applications.
- 5. Walk-in coolers and freezers:
  - a. Shop drawings showing construction details, refrigerant systems, etc...
  - b. Provide complete modular units fully assembled on site.
  - c. Provide all required refrigeration including all required piping, curbs, etc.... Condensing units shall be air-cooled with low ambient feature, installed on the roof within the mechanical screening area.
  - d. All wiring required between the condensing unit and the evaporator.
  - e. Units shall come complete with lights and switches.
  - f. Excludes:
    - i. Electrical connection to the condensing unit (on the roof) and to the cooler/freezer cabinet.
    - ii. Condensate drains.
    - iii. Floor drains.
- 6. Kitchen equipment:
  - a. Provide per the plans.
  - b. Removal of all packaging.



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- c. Installation, check, test, and start.
  - i. Final levelling and adjustments.
  - ii. Safety cables to keep equipment from pulling away from the installation location.
- d. Excludes:
  - i. Power connections to equipment.
  - ii. Gas connections to equipment.
  - iii. Water and drain connections to equipment.
- 7. Kitchen Exhaust Hoods:
  - a. Deliver to the jobsite.
  - b. Provide complete Ansul system including all required permits, testing, etc....
    - i. Controller shall have contacts for other trades to connect relays for utility shutdowns to equipment installed under the hood.
    - ii. Controller shall also include terminals for building fire alarm tie-in.
  - c. Stainless Steel back panels (from floor to underside of hood - installed).
  - d. Excludes:
    - i. Kitchen exhaust fans.
    - ii. Installation of the hoods.

### 11-65 00 – Athletic and Recreational Equipment

- 1. Gym equipment per the plans:
  - a. Basketball nets.
  - b. Volleyball systems.
  - c. Pickleball systems.
  - d. Scoreboard and related controls.
  - e. Bleachers.
  - f. Wall pads.
- 2. Any other athletic/recreational equipment specified.
- 3. Gym dividing curtains.
- 4. Owner training.
- 5. Protection of finished gym floor during installation, as needed.

### 12-20 00 – Window Treatments

- 1. Window treatments per the plans.
- 2. Draperies per the plans.
- 3. Field measure as needed.
- 4. Final adjustments as needed.
- 5. Excludes:
  - a. Gym dividing curtains.

### 12-50 00 – Furniture

- 1. Design-Build.
- 2. Plans shall be used as the basis of design.
  - a. Provide furniture for all pieces shown in the plans.
    - i. Interior and site furnishings.
      - 1. Seating, desks, trash receptacles, marker boards, tables, filing, etc.....





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- b. Provide below the line options for furniture that is recommended but not shown on the plans.
3. Owner is looking for the best combination of price and quality. Furniture packages will be rated as follows:
  - a. 1/3 of points will be based on the Owner's opinion of the proposed design.
  - b. 1/3 of points will be based on the Owner's opinion of the quality of the proposed products.
  - c. 1/3 of points will be based on competitiveness of the pricing offered.
4. Delivery, assembly, adjustments, and removal of all related of packaging for turn-key installation of the furniture.
  - a. Includes wiping down all furniture post-installation.

### 14-05 00 – Conveying Systems

1. Elevators per the plans.
2. Include an Allowance of 40 hours of operator time for shaft work by other trades, split-up by
3. 12 months of maintenance and warranty coverage (from building turnover not elevator turnover).
4. Attendance to (3) on-site coordination meetings.
5. Storage of materials for up to 3 months from manufacturing completion to installation.
6. Operator time to complete inspections from other trade disciplines. Include an Allowance of 16 hours, split-up by (2) trips.
7. Shaft opening fall protection during the course of the Work of this Bid Scope Category.
8. Includes door sills.
9. Material staging area could be as far as a 200' long pathway to the shaft locations.
10. Shop drawings shall be provided by to any required deposit. 50% deposit will be paid at the time approved shop drawings are provided back to the Subcontractor.
11. Includes coordination with access control vendor for card access capabilities in each elevator cab. Elevator controls must be setup and include all software licenses to work with 3<sup>rd</sup> party access control systems.

### 21-05 00 – Fire Suppression

1. Design/Build including all required drawings, plan review fees, permits, and inspection costs.
2. Demo system components as needed (includes removal of debris to PCI's on-site dumpster).
3. Provide new system components as needed.
4. Re-work existing system components as needed.
5. Drain and re-charge the system as needed.
6. To the extent possible, all areas of the system shall remain active and functioning throughout the duration of the Project. Work shall be planned and phased by the Subcontractor accordingly.
7. The plans shall be used as the basis of design.
8. All heads in gyp bd or decorative ceilings shall be concealed.
  - a. Heads in decorative ceilings shall be figured using custom color covers. Figure (1) custom color for each different decorative ceiling type.
9. Label piping per the plans.
10. All heads shall be center of tile.
11. Head placement in decorative ceilings must be aligned in relation to other devices and fixtures for symmetry and optimal ceiling organization, and this may require more heads than otherwise would be required to protect the space. Include (2) coordination meetings to review and adjust



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head locations with the Architect. Additional costs will not be provided if these coordination meetings required more heads than you may have initially figured.

12. Heads and piping in unconditioned spaces shall be configured as needed to avoid freezing, without the use of heat tape.
13. Excludes:
  - a. Ansul system at hood(s).

### 22-05 00 – Plumbing

1. Separate active portions of the existing plumbing systems (waste, vent, domestic, and storm) within the building from systems specified to be removed/demolished. Clearly label all system components in and adjacent to areas of Work that shall remain, and those scheduled to be removed. Provide system isolation components as needed.
2. Provide new rough plumbing as needed.
  - a. Storm within the building.
  - b. Waste/sanitary and the related vent.
  - c. Domestic water (hot and cold).
3. Provide new fixtures per the plans.
  - a. Includes all sinks and faucets in the Kitchen spaces.
4. Provide new plumbing equipment per the plans.
5. Furnish roof drain assemblies.
6. Roof drain overflow devices (i.e. cow's tongue/downspout nozzle).
7. Provide final connections to appliances and kitchen equipment per the plans.
8. Provide valves and other fittings/devices as needed for a code compliant and functioning system.
9. Insulate piping per the plans, and if not shown, as required per code.
10. Saw-cut and Concrete removal for plumbing being installed in areas underground with existing floor slabs.
11. Trenching, including removal of unsuitable soils (legally disposed of off-site), for installation of underground piping.
12. Back-fill, including import of suitable fill as needed, compacted, to back-fill trenches after the installation of underground piping.
13. Gas piping per the plans.
  - a. Includes connections to all equipment, including any required regulators.
  - b. Includes automatic shutoff valve(s) and any required relays, with wiring landed on contacts in the Ansul system controller, for shutdown of gas to any equipment to be placed under a kitchen hood.
  - c. Phasing of gas piping:
    - i. The existing gas service line is scheduled to be demolished, and a new gas service line is scheduled to be installed.
    - ii. The existing gas service must remain active until the new gas service is ready to connect to the building.
  - a. The switchover from the existing gas service to the new gas service must be completed in a manner to avoid a shutdown of gas service to the building that exceeds 24 hours in duration. Overtime work shall be included as needed to complete this work within the required timeframe.
14. Elevator sump and related piping.



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

15. Grease trap and related piping.
16. Condensate drains with pumps as required in areas where gravity drains are not possible.
17. Labeling of piping and equipment.
18. Coordination and phased work with masonry contractor for piping and fixtures that shall be concealed or recessed in masonry walls.
19. Excludes:
  - a. Setting of roof drains.

### 23-05 00 – HVAC

1. Separate active portions of the existing mechanical systems (ductwork and mechanical piping) within the building from systems specified to be removed/demolished. Clearly label all system components in and adjacent to areas of Work that shall remain, and those scheduled to be removed. Provide system isolation components as needed.
2. Cover ends of new and existing exposed ductwork as needed throughout the duration of the Project to avoid dirt and dust from collecting within the ductwork.
3. Provide HVAC/Mechanical equipment per the plans.
  - a. Equipment shall come complete with curbs and all other accessories required for installation.
  - b. Includes spotting curbs on roof in the exact installation location.
  - c. All new HVAC/mechanical equipment shall be ordered with fused factory installed disconnects to the extent possible.
  - d. All new HVAC/mechanical equipment shall be ordered with factory installed GFCI work plugs to the extent possible.
4. Relocate existing mechanical equipment as needed.
5. Re-work existing and provide new mechanical piping as needed.
6. Insulate mechanical piping per the plans, and as required per code.
7. Provide piping accessories per the plans, and as required for a complete, code complaint, functioning system (valves, balancing devices, etc...).
8. Re-work existing and provide new ductwork per the plans.
9. Provide duct accessories per the plans, and as required for a complete, code compliant, functioning system (balancing dampers, fire dampers, smoke dampers, etc...).
10. Grilles, registers, and diffusers.
11. Insulate ductwork per the plans, and as required per code.
12. Seal ductwork per code.
13. Provide remote balancing dampers to avoid access panels in hard lid or decorative ceilings as required to balance the system while avoiding access panels (may not be shown on plans – all balancing dampers must be accessible and access panels for balancing dampers will not be permitted).
14. Check, test, and start-up equipment that supports the work areas of this project (new and existing).
15. Temperature controls, including all required wiring/cabling, equipment, devices, sensors, programming, and graphics. Coordinate required components with equipment manufacturers to ensure all components required for a complete system are provided. Includes Owner training.
  - a. Include wiring, relays, and other required components to shut down the kitchen exhaust fans and related make-up-air units upon activation of the Ansul system at the kitchen



## City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024

exhaust hoods. Contacts shall be provided within the Ansul system control panel to receive the shutdown signal.

16. Installation of kitchen exhaust hood.
17. Grease ducts and related Kitchen exhaust fans.
18. Controls, relays, etc... to provide coordinated control of the Kitchen exhaust fans and Kitchen make-up-air units.
19. Testing and balancing by an approved 3rd party contractor (water and air).
20. Excludes:
  - a. Gas piping.
  - b. Condensate drains.
  - c. Installation of roof curbs.
  - d. Furnishing of kitchen exhaust hood.
  - e. Mechanical smoke detectors.

### 26-05 00 – Electrical

1. Separate active portions of the existing electrical system within the building from portions of the system specified to be removed/demolished. Clearly label all system components in and adjacent to areas of Work that shall remain, and those scheduled to be removed. Provide system isolation components as needed.
2. Demo of electrical equipment, conduit, wiring, etc... from the existing Electrical Room(s).
3. Temp lighting and power throughout the course of the project.
4. Electrical equipment per the plans.
  - a. Switchboards, distribution panels, transformers, disconnects, etc.....
  - b. Medium voltage switches, transformers, etc.....
5. Site conduits and electrical per the plans.
  - a. Telecom/data.
  - b. Power from new medium voltage transformer to the building, and from the medium voltage transformer to the DTE point of connection.
    - i. Includes feeders.
  - c. Generator distribution conduit and feeders.
  - d. Site lighting.
    - i. Includes Concrete site lighting bases/foundations.
6. Concrete encasing of conduits and/or duct banks, if required.
7. Coordination with DTE for new service.
8. Transformer and medium voltage switch Concrete pads.
9. Medium voltage terminations.
10. Phasing of new electrical service:
  - a. The existing secondary electrical service sits within the footprint of the new Gym addition.
  - b. The new electrical equipment required to setup the new service is expected to have the following lead times:
    - i. Medium voltage transformer: 36 Weeks.
    - ii. Medium voltage gear/switch: 22 Weeks.
    - iii. Low voltage distribution equipment and transformers: 30 Weeks.
    - iv. Generator: Will be ready any time after January 1<sup>st</sup>, 2025.



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- v. ATS switches: 24 Weeks.
- c. Due to the estimated lead times of the electrical equipment stated above, the existing electrical service and generator will need to remain active in their current location while the Gym addition is constructed.
- d. Once the equipment required to establish the new DTE service is installed, the electrical feed to the building must be switched over to avoid any outage to the building that exceeds 48 hours in duration. Overtime work shall be included as needed to complete this work within the required timeframe.
- e. Once the new service is established:
  - i. Remove the existing feeders from the underground conduits.
    - 1. Flowable fill will be provided by others and the conduits shall be abandoned underground.
  - ii. Remove any remaining electrical equipment, conduit, wiring, etc... from the existing Electrical Room(s).
- 11. Light fixtures per the plans.
- 12. Lighting controls per the plans.
  - a. Includes all required testing, validation, programming, licenses, and Owner training.
- 13. Electrical devices per the plans.
- 14. Conduit and raceways per the plans, and as needed for electrical distribution and low-voltage raceways.
- 15. Wiring and feeders per the plans and sized as needed to account for voltage drop. Electrical Subcontractor is responsible for performing voltage drop calculations and re-sizing conduit and feeders as needed based on the expected length of installation.
- 16. Arc flash and short circuit coordination study including all required labels.
- 17. New electrical equipment per the plans.
- 18. Lightning protection system per the plans.
- 19. Generator per the plans:
  - a. Includes initial tank of fuel.
  - b. Includes load bank testing.
  - c. Includes start-up and Owner training.
  - d. Includes enclosure.
- 20. Power to equipment per the plans.
- 21. Final connections of power to Kitchen equipment.
- 22. Shunt trip breakers and related wiring (landed on Ansul control panel) to allow power to be immediately interrupted/shut down to Kitchen equipment located under the kitchen exhaust hoods.
- 23. Coring as required.
- 24. Saw-cut and Concrete removal for electrical being installed underground in areas with existing floor slabs and/or paving.
- 25. Trenching, including removal of unsuitable soils (legally disposed of off-site), for installation of underground electrical (site and building).
- 26. Back-fill, including import of suitable fill as needed, compacted, to back-fill trenches after the installation of underground electrical (site and building).



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27. Any devices shown as existing in the areas of new Work shall receive a new device and cover plate.
28. Any existing electrical or low-volt devices not shown on the plans in the areas of new Work shall be removed. Blank plates will not be accepted. Field verify.
29. Junction boxes shall not be installed over decorative and hard lid/gypsum ceilings. This is to avoid access panels. Relocate existing as needed (field verify).
30. Low-voltage raceways shall be provided with pull-strings for use by the data cabling contractor.
31. Fused disconnects at equipment that does not come with factory installed disconnects.
32. Hard-wired connections to furniture as needed.
33. Exit and Emergency lighting per the plans.
34. Transfer devices for emergency lighting as required to maintain full functionality of the lighting controls.
35. Cut-outs for new lights in as needed.
36. Site lighting and related controls.
37. Coordination and phased work with masonry contractor for boxes and conduit that shall be concealed in masonry walls.
38. Labeling of equipment, panels, junction boxes, and devices.
39. Excludes:
  - a. Conduit and back boxes for fire alarm.
  - b. Fire alarm system.

### 27-10 00 – Structured Cabling

1. Design-Build.
2. The Electrical Plans show typical data symbols at each location where data is to be provided.
3. At each location shown, provide (2) CAT6 cables, terminated into a single wall plate.
4. All cables shall extend back to the nearest Existing Data Closet. Provide new patch panels and patch cables in existing racks for new cabling.
5. Provide the following additional cables that are not shown on the Electrical Plans as new locations:
  - a. (2) CAT6 cables run to each elevator.
  - b. (1) Copper phone cable run to each elevator.
  - c. (12) dual cables runs to WAP devices, which shall be evenly spaced out throughout the Project and mounted in the ceiling.
6. Conduit pathways for cabling with pull-strings and back boxes will be provided by others as shown by the Data symbol in partitions on the Electrical Plans. All other raceways, hooks, supports, etc... to properly support the data cabling shall be included as part of this Design-Build Bid Scope Category.
7. Prepare design drawings detailing proposed cable pathways, termination points, and ID tags for each cable.
8. Test and tone cables after they are terminated at both ends.
9. Excludes:
  - a. Cables other than what is specified above for AV systems.
  - b. Cables for access control and security.

### 27-41 00 – Audio-Visual Systems





## **City of Livonia Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024**

1. PCI-Dailey will carry an Allowance for this Work until the design is completed.

### **28-10 00 – Electronic Access Control and Intrusion Detection**

1. PCI-Dailey will carry an Allowance for this Work until the design is completed.

### **28-31 00 – Fire Alarm and Detection**

1. Design-Build.
2. Demo of existing equipment, devices, and wiring as needed.
3. Fire Alarm drawings as needed (fully engineered).
  - a. The plans shall be used as the basis of design, but may not show all required devices and equipment.
4. Plan review, permit, testing, and inspection fees.
5. Programming of the panel.
6. Devices, wiring, conduits, back boxes, and other ancillary items per the plans, and as needed for a code compliant system that also meets all requirements of the authorities having jurisdiction.
7. Use ceiling devices to the extent possible.
8. Duct smoke detectors per the plans, and as required per code.
  - a. Activation of a single mechanical smoke detector shall cause a global shutdown of all mechanical equipment serving the area. Program the panel and provide equipment and relays as required.
9. Pre-test as needed.
10. Tie-in of access control hardware including an addressable relay (1 location required).
11. Tie-in of elevator control panels with addressable relays (2 locations required).
12. Tie-in to the Ansul system at each Kitchen exhaust hood.
13. Plenum rated cabling.



PCI Industries, Inc

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Job #: GC-2405-023 City of Livonia Senior Center Addition and Recreation Center Improvements  
Livonia, Michigan

Current Drawings

Procurement Envelope ID: D0A445C9-003A-41FB-AFD4-C3DF984E4950

| Drawing No. |         | Drawing Title                                |  | Revision | Drawing Date | Received Date | Set                          |
|-------------|---------|----------------------------------------------|--|----------|--------------|---------------|------------------------------|
| 0000        | D-0001  | GENERAL PROJECT INFORMATION                  |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0002  | GENERAL PROJECT INFORMATION                  |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0003  | CODE SUMMARY                                 |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0004  | COMPOSITE FIRST FLOOR EGRESS PLAN            |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0005  | COMPOSITE SECOND FLOOR EGRESS PLAN           |  | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0010  | COMPOSITE FIRST FLOOR ARCHITECTURAL PLAN     |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0012  | COMPOSITE SECOND FLOOR ARCHITECTURAL PLAN    |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-0013  | COMPOSITE ROOF PLAN                          |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00110 | PARTIAL FIRST FLOOR ARCHITECTURAL PLAN       |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00111 | PARTIAL FIRST FLOOR ARCHITECTURAL PLAN       |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 0010        | D-00112 | PARTIAL FIRST FLOOR ARCHITECTURAL PLAN       |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00113 | PARTIAL SECOND FLOOR ARCHITECTURAL PLAN      |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00114 | PARTIAL SECOND FLOOR ARCHITECTURAL PLAN      |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00116 | PARTIAL ROOF PLAN                            |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00117 | PARTIAL ROOF PLAN                            |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00120 | COMPOSITE FIRST FLOOR REFLECTED CEILING PLAN |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00121 | COMPOSITE SECOND FLOOR REFLECTED             |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00122 | PARTIAL FIRST FLOOR REFLECTED CEILING PLAN   |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00123 | PARTIAL SECOND FLOOR REFLECTED CEILING PLAN  |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00130 | COMPOSITE FIRST FLOOR FINISH PLAN            |  | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 0020        | D-00201 | EXTERIOR ELEVATIONS                          |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00202 | EXTERIOR ELEVATIONS                          |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00301 | MILLWORK SECTIONS                            |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00302 | MILLWORK SECTIONS                            |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00303 | BUILDING SECTIONS                            |  | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00401 | ENLARGED FIRST FLOOR ARCHITECTURAL PLANS     |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00402 | ENLARGED FIRST FLOOR ARCHITECTURAL PLANS     |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00410 | INTERIOR ELEVATIONS                          |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00411 | INTERIOR ELEVATIONS                          |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00501 | SECTION DETAILS                              |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 0060        | D-00502 | SECTION DETAILS                              |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00503 | SECTION DETAILS                              |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
|             | D-00504 | SECTION DETAILS                              |  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |



PCI Industries, Inc

Livonia, Michigan

Job #: GC-2405-023 City of Livonia Senior Center Addition and Recreation Center Improvements

Printed on Mon Jun 24, 2024 at 10:59 am EDT

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| Drawing No.               | Drawing Title                                              | Revision | Drawing Date | Received Date | Set                          |
| A-510                     | ARCHITECTURAL DETAILS                                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-601                     | DOOR AND FRAME SCHEDULE                                    | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-602                     | FINISH SCHEDULES                                           | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-603                     | WALL SCHEDULE                                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-604                     | WALL SCHEDULE                                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD101                     | COMPOSITE FIRST FLOOR DEMOLITION PLAN                      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD102                     | COMPOSITE SECOND FLOOR DEMOLITION PLAN                     | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD103                     | COMPOSITE ROOF DEMOLITION PLAN                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD110                     | PARTIAL FIRST FLOOR DEMOLITION PLAN                        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD111                     | PARTIAL FIRST FLOOR DEMOLITION PLAN                        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD112                     | PARTIAL FIRST FLOOR DEMOLITION PLAN                        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD113                     | PARTIAL SECOND FLOOR DEMOLITION PLAN                       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD114                     | PARTIAL SECOND FLOOR DEMOLITION PLAN                       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| AD121                     | COMPOSITE FIRST FLOOR CEILING DEMOLITION PLAN              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-1                       | CIVIL SITE PROJECT NOTES                                   | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-2                       | REMOVAL PLAN                                               | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-3                       | SITE PLAN                                                  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-4                       | EXISTING CONDITIONS                                        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-5                       | SOIL EROSION PLAN                                          | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-6                       | REMOVAL PLAN                                               | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-7                       | PROPOSED UTILITIES                                         | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-8                       | PROPOSED UTILITIES                                         | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-9                       | PROPOSED UTILITIES                                         | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-10                      | GRADE PLAN                                                 | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| A-11                      | LANDSCAPING PLAN                                           | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL 1                      | SANITARY SEWER STANDARD DETAILS                            | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL 2                      | SANITARY SEWER STANDARD DETAILS                            | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL CONC-3                 | RESIDENTIAL STREET CONCRETE PAVEMENT                       | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL CONC-3.2               | INDUSTRIAL ROAD CONCRETE PAVEMENT                          | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL CONC-3.3               | CONCRFETE PAVEMENT REPAIR DETAILS                          | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL SESC.1                 | SOIL EROSION & SEDIMENTATION CONTROL STANDARD DETAIL SHEET | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL SS-1                   | STORM SEWER MANHOLE STANDARD DETAILS                       | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| OL SS-2                   | STORM SEWER DETAILS AND APPURTENANCES                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -001                      | ELECTRICAL GENERAL INFORMATION                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 101                       | COMPOSITE FIRST FLOOR ELECTRICAL PLAN                      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 102                       | COMPOSITE SECOND FLOOR ELECTRICAL PLAN                     | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 103                       | COMPOSITE FIRST FLOOR AUXILIARY SYSTEMS PLAN               | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| 104                       | COMPOSITE SECOND FLOOR AUXILIARY SYSTEMS PLAN              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |



PCI Industries, Inc

| Drawing No. |  | Drawing Title                                          | Revision | Drawing Date | Received Date | Set                          |
|-------------|--|--------------------------------------------------------|----------|--------------|---------------|------------------------------|
| E105        |  | FIRST FLOOR GROUNDING PLAN                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| E106        |  | ROOF LIGHTNING PROTECTION PLAN                         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| E107        |  | ELECTRICAL DETAILS                                     | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED101       |  | COMPOSITE FIRST FLOOR ELECTRICAL DEMOLITION PLAN       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED102       |  | COMPOSITE SECOND FLOOR ELECTRICAL DEMOLITION PLAN      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED103       |  | PARTIAL FIRST FLOOR ELECTRICAL DEMOLITION PLANS        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED104       |  | PARTIAL FIRST FLOOR ELECTRICAL DEMOLITION PLAN         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED105       |  | PARTIAL FIRST FLOOR ELECTRICAL DEMOLITION PLAN         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED106       |  | PARTIAL SECOND FLOOR ELECTRICAL DEMOLITION PLAN        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED107       |  | PARTIAL SECOND FLOOR ELECTRICAL DEMOLITION PLAN        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED108       |  | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS DEMOLITION PLAN  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED109       |  | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS DEMOLITION PLAN  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED110       |  | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS DEMOLITION PLANS | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED111       |  | PARTIAL SECOND FLOOR AUXILIARY SYSTEMS DEMOLITION PLAN | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED112       |  | PARTIAL SECOND FLOOR AUXILIARY SYSTEMS DEMOLITION PLAN | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ED113       |  | ELECTRICAL ONE LINE DIAGRAM DEMOLITION                 | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D-114       |  | ELECTRICAL SITE DEMOLITION PLAN                        | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L101        |  | PARTIAL FIRST FLOOR LIGHTING PLAN                      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L102        |  | PARTIAL FIRST FLOOR LIGHTING PLAN                      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L103        |  | PARTIAL FIRST FLOOR LIGHTING PLAN                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L104        |  | PARTIAL SECOND FLOOR LIGHTING PLAN                     | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L105        |  | PARTIAL SECOND FLOOR LIGHTING PLAN                     | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L501        |  | LIGHTING CONTROL SCHEDULE                              | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| L502        |  | LIGHT FIXTURE SCHEDULE                                 | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-101       |  | ELECTRICAL ONE LINE DIAGRAM                            | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-102       |  | OVERALL FIRST FLOOR POWER PLAN                         | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-103       |  | OVERALL SECOND FLOOR POWER PLAN                        | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-104       |  | GYM POWER PLAN                                         | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-105       |  | PARTIAL CORRIDOR AND MISCELLANEOUS ROOMS POWER PLAN    | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-106       |  | MULTIPURPOSE AND STORAGE AREA FIRST FLOOR POWER PLAN   | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-107       |  | FITNESS AREA FIRST FLOOR POWER PLAN                    | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-108       |  | PARTIAL WEST FIRST FLOOR POWER PLAN                    | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-109       |  | SENIOR CENTER WEST FIRST FLOOR POWER PLAN              | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-110       |  | SENIOR CENTER EAST FIRST FLOOR POWER PLAN              | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-111       |  | TRACK/FITNESS AREA SECOND FLOOR POWER PLAN             | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-112       |  | SENIOR CENTER SECOND FLOOR POWER PLAN                  | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-113       |  | ROOF POWER PLANS                                       | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-114       |  | ELECTRICAL SCHEDULES                                   | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |



PCI Industries, Inc

Livonia, Michigan

Printed on Mon Jun 24, 2024 at 10:59 am EDT  
Job #: GC-2405-023 City of Livonia Senior Center Addition and Recreation Center Improvements

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|---------------------------|--------------------------------------------------|----------|--------------|---------------|------------------------------|
| Drawing No.               | Drawing Title                                    | Revision | Drawing Date | Received Date | Set                          |
| EP-115                    | ELECTRICAL AND GENERATOR DETAILS                 | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ES-101                    | ELECTRICAL SITE PLAN                             | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ES-102                    | ELECTRICAL SITE LIGHTING PLAN                    | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ES-103                    | ELECTRICAL SITE PHOTOMETRIC PLAN                 | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ES-104                    | SITE LIGHTING DETAILS AND SCHEDULE               | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-101                    | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS PLAN       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-102                    | PARTIAL FIRST FOOR AUXILIARY SYSTEMS PLAN        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-103                    | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS PLAN       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-104                    | PARTIAL FIRST FLOOR AUXILIARY SYSTEMS PLAN       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-105                    | PARTIAL SECOND FLOOR AUXILIARY SYSTEMS PLAN      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-106                    | PARTIAL SECOND FLOOR AUXILIARY SYSTEMS PLAN      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-107                    | AUXILIARY SYSTEMS REFERENCE DIAGRAMS             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EY-108                    | AUXILIARY SYSTEMS REFERENCE DIAGRAMS             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EP-101                    | PARTIAL FIRST FLOOR FIRE PROTECTION PLAN ZONE A  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EP-102                    | PARTIAL FIRST FLOOR FIRE PROTECTION PLAN ZONE B  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EP-103                    | PARTIAL FIRST FLOOR FIRE PROTECTION PLAN ZONE C  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| EP-104                    | PARTIAL FIRST FLOOR FIRE PROTECTION PLAN         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| PI-11                     | PARTIAL SECOND FLOOR FIRE PROTECTION PLAN ZONE A | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| PI-12                     | PARTIAL SECOND FLOOR FIRE PROTECTION PLAN ZONE B | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| PI-13                     | PARTIAL SECOND FLOOR FIRE PROTECTION PLAN ZONE C | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-000                     | COVER SHEET                                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-001                     | INDEX                                            | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-001                     | MECHANICAL GENERAL INFORMATION                   | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-100                     | COMPOSITE FIRST FLOOR MECHANICAL PLAN            | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-101                     | PARTIAL FIRST FLOOR MECHANICAL PLAN ZONE A       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-102                     | PARTIAL FIRST FLOOR MECHANICAL PLAN ZONE B       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-103                     | PARTIAL FIRST FLOOR MECHANICAL PLAN ZONE C       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-104                     | PARTIAL FIRST FLOOR MECHANICAL PLAN              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-110                     | COMPOSITE SECOND FLOOR MECHANICAL PLAN           | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-111                     | PARTIAL SECOND FLOOR MECHANICAL PLAN ZONE A      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-112                     | PARTIAL SECOND FLOOR MECHANICAL PLAN ZONE B      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-113                     | PARTIAL SECOND FLOOR MECHANICAL PLAN ZONE C      | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-120                     | COMPOSITE ROOF MECHANICAL PLAN                   | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-501                     | MECHANICAL DIAGRAMS AND DETAILS                  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-502                     | MECHANICAL DIAGRAMS AND DETAILS                  | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-601                     | MECHANICAL CONTROLS                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| I-701                     | MECHANICAL SCHEDULES                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| ID101                     | PARTIAL FIRST FLOOR DEMOLITION PLAN ZONE A       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |



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| MD102                     | PARTIAL FIRST FLOOR DEMOLITION PLAN ZONE B           | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| MD103                     | PARTIAL FIRST FLOOR DEMOLITION PLAN ZONE C           | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| MD111                     | PARTIAL SECOND FLOOR DEMOLITIONS PLAN ZONE A         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| MD112                     | PARTIAL SECOND FLOOR DEMOLITION PLAN ZONE B          | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| MD113                     | PARTIAL SECOND FLOOR DEMOLITION PLAN ZONE C          | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-101                     | PARTIAL FIRST FLOOR PLUMBING PLAN ZONE A             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-102                     | PARTIAL FIRST FLOOR PLUMBING PLAN ZONE B             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-103                     | PARTIAL FIRST FLOOR PLUMBING PLAN ZONE C             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-104                     | PARTIAL FIRST FLOOR PLUMBING PLAN                    | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-111                     | PARTIAL SECOND FLOOR PLUMBING PLAN ZONE A            | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-112                     | PARTIAL SECOND FLOOR PLUMBING PLAN ZONE B            | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-113                     | PARTIAL SECOND FLOOR PLUMBING PLAN ZONE C            | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-114                     | PARTIAL SECOND FLOOR PLUMBING PLAN                   | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-121                     | PARTIAL ROOF PLUMBING PLAN ZONE A                    | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-122                     | PARTIAL ROOF PLUMBING PLAN ZONE B                    | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| P-123                     | PARTIAL ROOF PLUMBING PLAN ZONE C                    | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -401                      | ENLARGED PLUMBING PLANS ZONE A                       | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D101                      | PARTIAL FIRST FLOOR PLUMBING DEMOLITION PLAN ZONE A  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D102                      | PARTIAL FIRST FLOOR PLUMBING DEMOLITION PLAN ZONE B  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D103                      | PARTIAL FIRST FLOOR PLUMBING DEMOLITION PLAN ZONE C  | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D104                      | PARTIAL FIRST FLOOR PLUMBING DEMOLITION PLAN         | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D111                      | PARTIAL SECOND FLOOR PLUMBING DEMOLITION PLAN ZONE A | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D112                      | PARTIAL SECOND FLOOR PLUMBING DEMOLITION PLAN ZONE B | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| D113                      | PARTIAL SECOND FLOOR PLUMBING DEMOLITION PLAN ZONE C | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -1-001                    | FIRST FLOOR EQUIPMENT PLAN                           | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -1-002                    | SECOND FLOOR EQUIPMENT PLAN                          | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -001                      | STRUCTURAL PROJECT NOTES                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -002                      | STRUCTURAL GENERAL NOTES                             | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -003                      | STRUCTURAL SPECIAL INSPECTION                        | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -110                      | PARTIAL FOUNDATION PLAN                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -111                      | PARTIAL FOUNDATION PLAN                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -112                      | PARTIAL FOUNDATION PLAN                              | 1        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -301                      | CONCRETE DETAILS                                     | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -302                      | CONCRETE DETAILS                                     | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -303                      | CONCRETE DETAILS                                     | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -401                      | MASONRY DETAILS                                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -402                      | MASONRY DETAILS                                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| -403                      | MASONRY DETAILS                                      | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |





PCI Industries, Inc

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Livonia, Michigan

| Drawing No. | Drawing Title   | Revision | Drawing Date | Received Date | Set                          |
|-------------|-----------------|----------|--------------|---------------|------------------------------|
| S-404       | MASONRY DETAILS | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| S-501       | STEEL DETAILS   | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |
| S-502       | STEEL DETAILS   | 0        | 05/22/2024   |               | Early Bid Package (05/22/24) |



PCI Industries, Inc

Livonia, Michigan

Printed on Mon Jun 24, 2024 at 11:00 am EDT  
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Current Specifications

| Number                                        | Description                                      | Revision | Issued Date | Received Date | Set               |
|-----------------------------------------------|--------------------------------------------------|----------|-------------|---------------|-------------------|
| 00 - Procurement and Contracting Requirements |                                                  |          |             |               |                   |
| 00 01 10                                      | Table of Contents                                | 0        | 05/22/24    |               | Early Bid Package |
| 00 21 13                                      | Instructions to Bidders                          | 0        | 05/22/24    |               | Early Bid Package |
| 00 31 32                                      | Soil Conditions and Boring Logs                  | 0        | 05/22/24    |               | Early Bid Package |
| 00 73 73                                      | Statutory Requirements                           | 0        | 05/22/24    |               | Early Bid Package |
| 01 - General Requirements                     |                                                  |          |             |               |                   |
| 01 00 00                                      | General Specifications                           | 0        | 05/22/24    |               | Early Bid Package |
| 01 00 10                                      | General Conditions                               | 0        | 05/22/24    |               | Early Bid Package |
| 01 00 50                                      | Administrative Provisions                        | 0        | 05/22/24    |               | Early Bid Package |
| 01 31 00                                      | Coordination and Meeting                         | 0        | 05/22/24    |               | Early Bid Package |
| 01 33 00                                      | Submittals                                       | 0        | 05/22/24    |               | Early Bid Package |
| 01 41 26                                      | Permits                                          | 0        | 05/22/24    |               | Early Bid Package |
| 1 45 00                                       | Quality Control                                  | 0        | 05/22/24    |               | Early Bid Package |
| 1 55 26                                       | Maintaining Traffic                              | 0        | 05/22/24    |               | Early Bid Package |
| 1 60 00                                       | Material and Equipment                           | 0        | 05/22/24    |               | Early Bid Package |
| 1 73 00                                       | Operation and Maintenance Data                   | 0        | 05/22/24    |               | Early Bid Package |
| 1 77 00                                       | Contract Closeout                                | 0        | 05/22/24    |               | Early Bid Package |
| 3 - Concrete                                  |                                                  |          |             |               |                   |
| 3 30 00                                       | Cast-in-Place Concrete                           | 0        | 05/22/24    |               | Early Bid Package |
| 4 - Masonry                                   |                                                  |          |             |               |                   |
| 4 01 10                                       | Masonry Cleaning                                 | 0        | 05/22/24    |               | Early Bid Package |
| 4 20 00                                       | Unit Masonry                                     | 0        | 05/22/24    |               | Early Bid Package |
| 4 22 00                                       | Concrete Unit Masonry                            | 0        | 05/22/24    |               | Early Bid Package |
| 5 - Metals                                    |                                                  |          |             |               |                   |
| 5 12 00                                       | Structural Steel Framing                         | 0        | 05/22/24    |               | Early Bid Package |
| 5 12 13                                       | Architecturally-Exposed Structural Steel Framing | 0        | 05/22/24    |               | Early Bid Package |
| 5 21 00                                       | Steel Joist Framing                              | 0        | 05/22/24    |               | Early Bid Package |
| 5 31 00                                       | Steel Decking                                    | 0        | 05/22/24    |               | Early Bid Package |
| 5 40 00                                       | Cold-Formed Metal Framing                        | 0        | 05/22/24    |               | Early Bid Package |
| 5 50 00                                       | Metal Fabrications                               | 0        | 05/22/24    |               | Early Bid Package |
| 5 58 13                                       | Column Covers                                    | 0        | 05/22/24    |               | Early Bid Package |
| 5 75 00                                       | Decorative Formed Metal                          | 0        | 05/22/24    |               | Early Bid Package |
| 6 - Wood, Plastics, and Composites            |                                                  |          |             |               |                   |



PCI Industries, Inc

Livonia, Michigan

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| Number                               | Description                                            | Revision | Issued Date | Received Date | Set               |
|--------------------------------------|--------------------------------------------------------|----------|-------------|---------------|-------------------|
| 06 10 00                             | Rough Carpentry                                        | 0        | 05/22/24    |               | Early Bid Package |
| 06 16 00                             | Sheathing                                              | 0        | 05/22/24    |               | Early Bid Package |
| 06 40 23                             | Interior Architectural Woodwork                        | 0        | 05/22/24    |               | Early Bid Package |
| 06 41 16                             | Plastic-Laminate-Clad Architectural Cabinets           | 0        | 05/22/24    |               | Early Bid Package |
| 07 - Thermal and Moisture Protection |                                                        |          |             |               |                   |
| 07 21 00                             | Thermal Insulation                                     | 0        | 05/22/24    |               | Early Bid Package |
| 07 42 93                             | Soffit Panels                                          | 0        | 05/22/24    |               | Early Bid Package |
| 07 54 23                             | Thermoplastic-Polyolefin Roofing                       | 0        | 05/22/24    |               | Early Bid Package |
| 07 72 00                             | Roof Accessories                                       | 0        | 05/22/24    |               | Early Bid Package |
| 21 - Fire Suppression                |                                                        |          |             |               |                   |
| 21 13 13                             | Wet-Pipe Sprinkler Systems                             | 0        | 05/22/24    |               | Early Bid Package |
| 22 - Plumbing                        |                                                        |          |             |               |                   |
| 22 05 00                             | Common Work Results for Plumbing                       | 0        | 05/22/24    |               | Early Bid Package |
| 22 05 13                             | Common Motor Requirements for Plumbing Equipment       | 0        | 05/22/24    |               | Early Bid Package |
| 22 05 16                             | Expansion Fittings and Loops for Plumbing Piping       | 0        | 05/22/24    |               | Early Bid Package |
| 22 05 18                             | Escutcheons for Plumbing Piping                        | 0        | 05/22/24    |               | Early Bid Package |
| 205 19                               | Meters and Gages for Plumbing Piping                   | 0        | 05/22/24    |               | Early Bid Package |
| 205 23                               | General-Duty Valves for Plumbing Piping                | 0        | 05/22/24    |               | Early Bid Package |
| 205 23.12                            | Ball Valves for Plumbing Piping                        | 0        | 05/22/24    |               | Early Bid Package |
| 205 23.13                            | Butterfly Valves for Plumbing Piping                   | 0        | 05/22/24    |               | Early Bid Package |
| 205 23.14                            | Check Valves for Plumbing Piping                       | 0        | 05/22/24    |               | Early Bid Package |
| 205 23.15                            | Gate Valves for Plumbing Piping                        | 0        | 05/22/24    |               | Early Bid Package |
| 205 29                               | Hangers and Supports for Plumbing Piping and Equipment | 0        | 05/22/24    |               | Early Bid Package |
| 205 48                               | Vibration Controls for Plumbing Piping and Equipment   | 0        | 05/22/24    |               | Early Bid Package |
| 205 53                               | Identification for Plumbing Piping and Equipment       | 0        | 05/22/24    |               | Early Bid Package |
| 207 00                               | Plumbing Insulation                                    | 0        | 05/22/24    |               | Early Bid Package |
| 207 19                               | Plumbing Piping Insulation                             | 0        | 05/22/24    |               | Early Bid Package |
| 211 16                               | Domestic Water Piping                                  | 0        | 05/22/24    |               | Early Bid Package |
| 211 19                               | Domestic Water Piping Specialties                      | 0        | 05/22/24    |               | Early Bid Package |
| 211 23                               | Domestic Water Pumps                                   | 0        | 05/22/24    |               | Early Bid Package |
| 213 16                               | Sanitary Waste and Vent Piping                         | 0        | 05/22/24    |               | Early Bid Package |
| 213 19                               | Sanitary Waste Piping Specialties                      | 0        | 05/22/24    |               | Early Bid Package |
| 214 13                               | Facility Storm Drainage Piping                         | 0        | 05/22/24    |               | Early Bid Package |
| 214 23                               | Storm Drainage Piping Specialties                      | 0        | 05/22/24    |               | Early Bid Package |
| 214 29                               | Sump Pumps                                             | 0        | 05/22/24    |               | Early Bid Package |
| 242 13.13                            | Commercial Water Closets                               | 0        | 05/22/24    |               | Early Bid Package |
| 242 13.16                            | Commercial Urinals                                     | 0        | 05/22/24    |               | Early Bid Package |

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| Number                                                 | Description                                             | Revision | Issued Date | Received Date | Set               |
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| 22 42 16.13                                            | Commercial Lavatories                                   | 0        | 05/22/24    |               | Early Bid Package |
| 22 42 16.16                                            | Commercial Sinks                                        | 0        | 05/22/24    |               | Early Bid Package |
| 22 47 00                                               | Drinking Fountains and Water Coolers                    | 0        | 05/22/24    |               | Early Bid Package |
| 23 - Heating, Ventilating, and Air Conditioning (HVAC) |                                                         |          |             |               |                   |
| 23 05 00                                               | Common Work Results for HVAC                            | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 13                                               | Common Motor Requirements for HVAC Equipment            | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 19                                               | Meters and Gages for HVAC Piping                        | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 23                                               | General-Duty Valves for HVAC Piping                     | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 29                                               | Hangers and Supports for HVAC Piping and Equipment      | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 48                                               | Vibration Controls for HVAC Piping and Equipment        | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 53                                               | Identification for HVAC Piping and Equipment            | 0        | 05/22/24    |               | Early Bid Package |
| 23 05 93                                               | Testing, Adjusting, and Balancing for HVAC              | 0        | 05/22/24    |               | Early Bid Package |
| 23 07 00                                               | HVAC Insulation                                         | 0        | 05/22/24    |               | Early Bid Package |
| 23 07 13                                               | Duct Insulation                                         | 0        | 05/22/24    |               | Early Bid Package |
| 23 08 00                                               | Commissioning of HVAC                                   | 0        | 05/22/24    |               | Early Bid Package |
| 23 09 13                                               | Instrumentation and Control Devices for HVAC            | 0        | 05/22/24    |               | Early Bid Package |
| 3 09 23                                                | Direct-Digital Control System for HVAC                  | 0        | 05/22/24    |               | Early Bid Package |
| 3 21 13                                                | Hydronic Piping                                         | 0        | 05/22/24    |               | Early Bid Package |
| 3 21 16                                                | Hydronic Piping Specialties                             | 0        | 05/22/24    |               | Early Bid Package |
| 3 21 23                                                | Hydronic Pumps                                          | 0        | 05/22/24    |               | Early Bid Package |
| 3 21 24                                                | Variable Frequency Drives                               | 0        | 05/22/24    |               | Early Bid Package |
| 3 23 00                                                | Refrigerant Piping                                      | 0        | 05/22/24    |               | Early Bid Package |
| 3 31 13                                                | Metal Ducts                                             | 0        | 05/22/24    |               | Early Bid Package |
| 3 33 00                                                | Air Duct Accessories                                    | 0        | 05/22/24    |               | Early Bid Package |
| 3 34 23                                                | HVAC Power Ventilators                                  | 0        | 05/22/24    |               | Early Bid Package |
| 3 36 00                                                | Air Terminal Units                                      | 0        | 05/22/24    |               | Early Bid Package |
| 3 37 13                                                | Diffusers, Registers, and Grilles                       | 0        | 05/22/24    |               | Early Bid Package |
| 3 41 00                                                | Particulate Air Filtration                              | 0        | 05/22/24    |               | Early Bid Package |
| 3 61 00                                                | Refrigerant Compressors                                 | 0        | 05/22/24    |               | Early Bid Package |
| 3 82 19                                                | Fan Coil Units                                          | 0        | 05/22/24    |               | Early Bid Package |
| 3 82 33                                                | Convectors                                              | 0        | 05/22/24    |               | Early Bid Package |
| 3 82 36                                                | Finned-Tube Radiation Heaters                           | 0        | 05/22/24    |               | Early Bid Package |
| 3 82 39                                                | Unit Heaters                                            | 0        | 05/22/24    |               | Early Bid Package |
| 6 - Electrical                                         |                                                         |          |             |               |                   |
| 6 01 00                                                | General Electrical, Instrument and Control Requirements | 0        | 05/22/24    |               | Early Bid Package |
| 6 01 26                                                | Electrical Testing and Equipment                        | 0        | 05/22/24    |               | Early Bid Package |
| 6 01 30                                                | Demonstration and Training                              | 0        | 05/22/24    |               | Early Bid Package |



PCI Industries, Inc

Livonia, Michigan

Printed on Mon Jun 24, 2024 at 11:00 am EDT  
Job #: GC-2405-023 City of Livonia Senior Center Addition and Recreation Center Improvements

| Number                             | Description                                            | Revision | Issued Date | Received Date | Set               |
|------------------------------------|--------------------------------------------------------|----------|-------------|---------------|-------------------|
| 26 05 00                           | Basic Electrical Materials and Methods                 | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 13                           | Medium-Voltage Cable                                   | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 19                           | Wire and Cable                                         | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 26                           | Grounding and Bonding                                  | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 29                           | Supporting Devices                                     | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 33.13                        | Raceways                                               | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 33.16                        | Boxes                                                  | 0        | 05/22/24    |               | Early Bid Package |
| 26 05 53                           | Electrical Identification                              | 0        | 05/22/24    |               | Early Bid Package |
| 26 08 00                           | Calibration and Start-up of Systems                    | 0        | 05/22/24    |               | Early Bid Package |
| 26 09 23                           | Lighting Control Devices                               | 0        | 05/22/24    |               | Early Bid Package |
| 26 12 19                           | Pad-Mounted Distribution Transformers                  | 0        | 05/22/24    |               | Early Bid Package |
| 26 13 19                           | Medium-Voltage Load Interrupter Switchgear             | 0        | 05/22/24    |               | Early Bid Package |
| 26 22 13                           | Dry Type Transformers                                  | 0        | 05/22/24    |               | Early Bid Package |
| 26 24 13                           | Distribution Switchboards                              | 0        | 05/22/24    |               | Early Bid Package |
| 26 24 16                           | Panelboards                                            | 0        | 05/22/24    |               | Early Bid Package |
| 26 27 16                           | Cabinets and Enclosures                                | 0        | 05/22/24    |               | Early Bid Package |
| 6 27 26                            | Wiring Devices                                         | 0        | 05/22/24    |               | Early Bid Package |
| 6 28 13                            | Fuses                                                  | 0        | 05/22/24    |               | Early Bid Package |
| 6 28 16.16                         | Enclosed Switches                                      | 0        | 05/22/24    |               | Early Bid Package |
| 6 29 13                            | Enclosed Controllers                                   | 0        | 05/22/24    |               | Early Bid Package |
| 6 36 00                            | Enclosed Transfer Switch                               | 0        | 05/22/24    |               | Early Bid Package |
| 6 43 00                            | Surge Suppression Systems                              | 0        | 05/22/24    |               | Early Bid Package |
| 6 51 00                            | Interior Lighting                                      | 0        | 05/22/24    |               | Early Bid Package |
| 6 56 00                            | Exterior Lighting                                      | 0        | 05/22/24    |               | Early Bid Package |
| 64113                              | Lightning Protection for Structures                    | 0        | 05/22/24    |               | Early Bid Package |
| 7 - Communications                 |                                                        |          |             |               |                   |
| 7 05 00                            | Common Work Results for Communications                 | 0        | 05/22/24    |               | Early Bid Package |
| 7 05 26                            | Grounding and Bonding for Communications Systems       | 0        | 05/22/24    |               | Early Bid Package |
| 7 05 28                            | Pathways for Communications Systems                    | 0        | 05/22/24    |               | Early Bid Package |
| 7 05 29                            | Hangers and Supports for Communications Systems        | 0        | 05/22/24    |               | Early Bid Package |
| 8 - Electronic Safety and Security |                                                        |          |             |               |                   |
| 8 05 00                            | Common Work Results for Electronic Safety and Security | 0        | 05/22/24    |               | Early Bid Package |
| 8 08 00                            | Commissioning of Fire Alarm Systems                    | 0        | 05/22/24    |               | Early Bid Package |
| 8 31 00                            | Digital, Addressable Fire-Alarm System                 | 0        | 05/22/24    |               | Early Bid Package |
| 1 - Earthwork                      |                                                        |          |             |               |                   |
| 1 00 00                            | Earthwork                                              | 0        | 05/22/24    |               | Early Bid Package |
| 1 10 00                            | Site Clearing                                          | 0        | 05/22/24    |               | Early Bid Package |

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PCI Industries, Inc

Livonia, Michigan

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| Number                     | Description                                   | Revision | Issued Date | Received Date | Set               |
|----------------------------|-----------------------------------------------|----------|-------------|---------------|-------------------|
| 31 22 13                   | Rough Grading                                 | 0        | 05/22/24    |               | Early Bid Package |
| 31 23 19                   | Dewatering                                    | 0        | 05/22/24    |               | Early Bid Package |
| 31 23 23                   | Roadway Excavation, Backfill and Compaction   | 0        | 05/22/24    |               | Early Bid Package |
| 31 23 33                   | Utility Trenching, Backfill and Compaction    | 0        | 05/22/24    |               | Early Bid Package |
| 31 25 00                   | Soil Erosion and Sediment Control             | 0        | 05/22/24    |               | Early Bid Package |
| 32 - Exterior Improvements |                                               |          |             |               |                   |
| 32 12 16                   | Hot Mixed Asphalt Pavement                    | 0        | 05/22/24    |               | Early Bid Package |
| 32 13 13                   | Concrete Paving                               | 0        | 05/22/24    |               | Early Bid Package |
| 32 13 13.06                | Alkali-Silica Reactivity (ASR) in Concrete    | 0        | 05/22/24    |               | Early Bid Package |
| 32 91 00                   | Special Landscapint Requirements for Site     | 0        | 05/22/24    |               | Early Bid Package |
| 32 91 13                   | Landscape Maintenance and Guarantee Standards | 0        | 05/22/24    |               | Early Bid Package |
| 32 91 19                   | Landscape Grading                             | 0        | 05/22/24    |               | Early Bid Package |
| 32 92 19                   | Seeding                                       | 0        | 05/22/24    |               | Early Bid Package |
| 32 93 43                   | Trees                                         | 0        | 05/22/24    |               | Early Bid Package |
| 33 - Utilities             |                                               |          |             |               |                   |
| 33 40 00                   | HDPE Dual Wall Storm Sewer Pipe               | 0        | 05/22/24    |               | Early Bid Package |



CITY OF LIVONIA SENIOR CENTER ADDITION AND RECREATION CENTER IMPROVEMENTS PHASING AND SITE LOGISTICS PLAN—05-23-2024—PAGE 1 OF 2

PURPOSE:

The purpose of this plan is to communicate the required phasing and site constraints related to the Project so Subcontractors and other Project stakeholders can properly plan and execute their Work.

SUMMARY OF SITE CONDITIONS:

The Project site is currently referred to as the Jack E. Kirksey Livonia Community Recreation Center (Rec Center). The Rec Center is a heavily used facility that provides services to the community 7 Days/Week from 5am to 10pm Monday through Friday, from 6am to 7pm on Saturdays, and from 7am to 7pm on Sundays. Neighboring the facility is Bentley Field, which is also very busy, and shares parking with the Rec Center. Both of these facilities will remain open throughout the duration of the Project, with the goal of minimizing any disruptions to their operations due to this Project.

PHASING REQUIREMENTS:

To avoid disruptions to the operations of the building, the Project will be broken out into (2) primary phases. Work within each phase will also need to be sequenced and broken out into sub phases as needed to avoid disruptions to the facilities operations. Below is a summary of the Project phasing:

Phase 1—Senior Center and Gym Addition Building Construction and Fitout:

Summary:

This phase includes areas of Work as shown on the Summary Phasing Plan for Phase 1, which consist of the new building additions (Gym and Senior Center), along with interior renovations to the existing facility where the new Gym connects to the building, and within the former strength training area/gym, which will now become part of the Senior Center. All Sitework related to the Project is also included in this phase.

Operational changes Related to this phase:

The equipment currently placed in the strength training area/gym will be relocated to half of the Multi-Activities Court Gym. Due to this, half of the Multi-Activities Court Gym will no longer be used as it currently is, and will be used for strength training instead. Some of the existing cardio fitness equipment also may be moved to the 2nd Floor and condensed on the 1st Floor to make room for some of the strength training equipment.

The existing parking at the NE corner of the site that is primarily used by people attending events at Bentley Field will be unavailable during this phase.

Sub-Phases:

Because the site utility work is part of this phase, sub-phases will be required to keep the existing utilities active until the new site utilities are ready to connect. Utility downtime must be minimized when switching from existing utility connections to the new connections. More details regarding this Work are provided in the applicable Bid Scope Categories of the "City of Senior Center Addition and Recreation Center Improvements Bid Scope Categories – 05-23-2024" document. Notable sub-phases are:

1. Building Electrical Service:
  - The existing electrical service site within the footprint of the new Gym Addition.
  - We cannot wait for the equipment required to establish the new electrical service to start the Gym Addition.
  - The Gym Addition will need to be constructed around the existing generator and DTE electrical service. Once the new service is established, portions of the Gym Addition that could not be completed due to maintaining the existing electrical service will be completed. Refer to the Schedule for timing details.
2. Building Gas Service:
  - The existing gas service also conflicts with the new Gym Addition.
  - The existing gas service will need to be constructed around the existing gas service until the utility company provides the new gas service and the plumbing contractor (Bid Scope Category 22-05 00) has the new piping in place and ready to connect.
3. Storm Water Management System:
  - Several sections of storm piping and existing detention ponds are being removed and replaced in new configurations as part of this Project. Work will need to be phased to ensure that the stormwater on site is properly contained and managed throughout the course of the Project. This phasing will be managed by Bid Scope Category 31-05 00, within the durations shown in the Schedule.
4. Sanitary Sewers:
  - Portions of the existing sanitary sewer are being removed and replaced in new configurations as part of this Project. See notes within Bid Scope Category 31-05 00 for guidelines regarding the phasing of this Work.
5. Interior MEP and Fire Protection Systems:
  - All trades shall phase the demolition and reconfiguration of MEP and Fire Protection systems to avoid any unplanned system interruptions. Any required system interruptions must be planned ahead, and completed outside of normal business hours to the extent possible.

Phase 2—Interior Improvements to the Recreation Center:

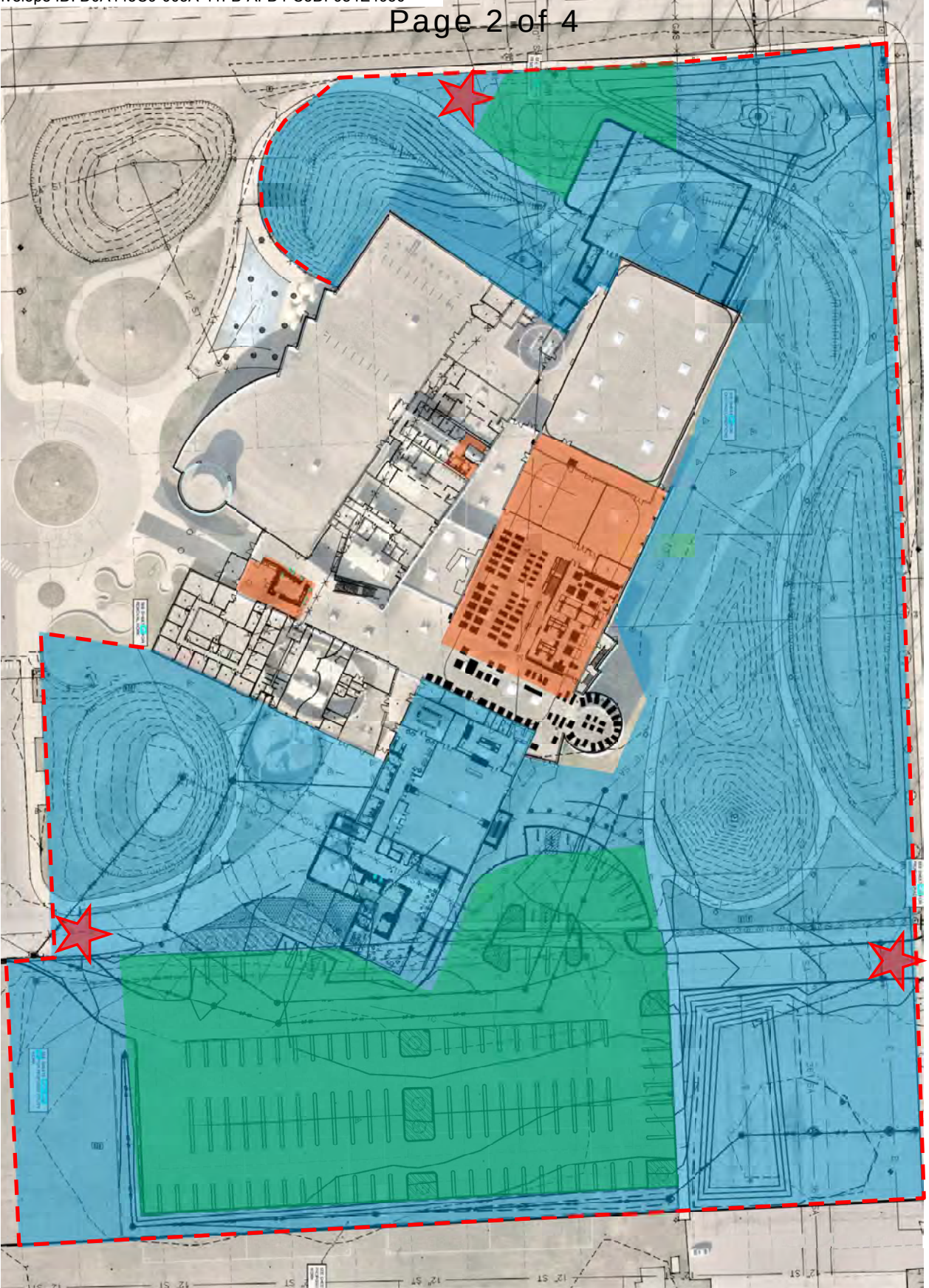
Summary:

Once Phase 1 is complete, the new Senior Center and Gym will be open for use, along with all portions of the site, except for the Phase 2 staging areas. Phase 2 consists of modifications to the Main Gym, changes to the front desk, and changes to the Family Locker Room.

Operational changes Related to this phase and Sub-Phases:

The strength training equipment will remain in half of the Multi-Activities Court Gym. The Main Gym will be taken offline, and functions that previously took place in the Main Gym will now take place in the New Gym.

A portion of the Cardio Area will also be blocked off, and open portions of the Cardio Area will be reconfigured to allow more equipment to be placed in the remaining space, along with some equipment being moved to the 2nd Floor. A portion of the Family Locker Rooms will also be shut down. As a sub-phase, the front desk will also be shut down as a sub-phase due to structural work taking place in close proximity.



- PHASE 1
- PHASE 2
- DOUBLE GATE AND MUD MAT
- 8' HIGH CHAIN LINK TEMP FENCE WITH WIND-SCREEN
- LAYDOWN AND CRANE PICKING AREA





City of Livonia Rec-Senior Center Schedule  
(Preliminary)  
05/23/2024

| ID                                | Task Name                                              | Duration | Start        | Finish       | Qtr 4, 2023 | Qtr 1, 2024 | Qtr 2, 2024 | Qtr 3, 2024 | Qtr 4, 2024 | Qtr 1, 2025 | Qtr 2, 2025 | Qtr 3, 2025 | Qtr 4, 2025 | Qtr 1, 2026 | Qtr 2, 2026 | Qtr 3, 2026 |
|-----------------------------------|--------------------------------------------------------|----------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 001-Preconstruction               |                                                        |          |              |              | Oct         | Nov         | Dec         | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         |
| 1-AE                              | Pricing and Permit                                     | 22d      | Fri 5/24/24  | Wed 6/26/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 1                                 | IFC set                                                | 0 days   | Wed 6/26/24  | Wed 6/26/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 3-Permit                          |                                                        | 40d      | Fri 5/24/24  | Mon 7/22/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 4                                 | SESC and Site Demo Permits                             | 4 wks    | Fri 5/24/24  | Fri 6/21/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 5                                 | Remaining Permits                                      | 8 wks    | Fri 5/24/24  | Mon 7/22/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 6                                 | 6.1-GMP Pricing                                        | 30d      | Fri 5/24/24  | Mon 7/8/24   |             |             |             |             |             |             |             |             |             |             |             |             |
| 7                                 | GMP pricing                                            | 4 wks    | Fri 5/24/24  | Fri 6/21/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 004-Phase 1 Building Construction |                                                        |          |              |              | Oct         | Nov         | Dec         | Jan         | Feb         | Mar         | Apr         | May         | Jun         | Jul         | Aug         | Sep         |
| 8-Lead-times                      | City of Livonia Approval of GMP pricing                | 2 wks    | Mon 6/24/24  | Mon 7/8/24   |             |             |             |             |             |             |             |             |             |             |             |             |
| 9                                 | Transformer                                            | 36 wks   | Tue 7/23/24  | Mon 3/31/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 10                                | Primary gear                                           | 22 wks   | Tue 7/23/24  | Mon 12/23/24 |             |             |             |             |             |             |             |             |             |             |             |             |
| 11                                | Electrical equipment                                   | 30 wks   | Tue 7/23/24  | Mon 2/17/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 12                                | 10-Construction                                        | 275d     | Tue 7/9/24   | Mon 7/28/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 13                                | Setup SESC measures                                    | 1 wk     | Tue 7/9/24   | Mon 7/15/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 14                                | Site demo                                              | 3 wks    | Tue 7/16/24  | Mon 8/5/24   |             |             |             |             |             |             |             |             |             |             |             |             |
| 15                                | Site grading                                           | 2 wks    | Tue 8/6/24   | Mon 8/19/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 16                                | Excavation and Site Utilities (includes elec relocate) | 4 wks    | Tue 8/20/24  | Mon 9/16/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 17                                | Foundations                                            | 3 wks    | Tue 9/10/24  | Mon 9/30/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 18                                | Back-fill foundations                                  | 1 wk     | Tue 10/1/24  | Mon 10/7/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 19                                | Structural Steel                                       | 8 wks    | Tue 10/8/24  | Mon 12/2/24  |             |             |             |             |             |             |             |             |             |             |             |             |
| 20                                | Masonry backup walls                                   | 6 wks    | Tue 11/19/24 | Mon 12/30/24 |             |             |             |             |             |             |             |             |             |             |             |             |
| 21                                | Underground MEP                                        | 4 wks    | Tue 12/3/24  | Mon 12/30/24 |             |             |             |             |             |             |             |             |             |             |             |             |
| 22                                | Brick veneer                                           | 8 wks    | Tue 12/10/24 | Mon 2/3/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 23                                | Roofing                                                | 4 wks    | Tue 12/17/24 | Mon 1/13/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 24                                | Concrete floor slab                                    | 2 wks    | Tue 1/7/25   | Mon 1/20/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 25                                | Overhead MEP                                           | 4 wks    | Tue 1/21/25  | Mon 2/17/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 26                                | Glass/Glazing                                          | 3 wks    | Tue 2/4/25   | Mon 2/24/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 27                                | Frame interior partitions                              | 20 days  | Tue 2/18/25  | Mon 3/17/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 28                                | Install new secondar electrical equipment              | 15 days  | Tue 2/18/25  | Mon 3/10/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 29                                | Rough in-wall MEP                                      | 4 wks    | Tue 3/11/25  | Mon 4/7/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 30                                | Board and finish partitions                            | 4 wks    | Tue 4/1/25   | Mon 4/28/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 31                                | Setup new Medium-Voltage equipment and pull wires      | 5 days   | Tue 4/1/25   | Mon 4/7/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 32                                | DTE Switch-over                                        | 2 days   | Tue 4/8/25   | Wed 4/9/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 33                                | Demolish old electrical service equipment              | 5 days   | Thu 4/10/25  | Wed 4/16/25  |             |             |             |             |             |             |             |             |             |             |             |             |



City of Livonia Rec-Senior Center Schedule  
(Preliminary)  
05/23/2024

| ID                            | Task Name                                                      | Duration | Start        | Finish       | Qtr 4, 2023 | Qtr 1, 2024 | Qtr 2, 2024 | Qtr 3, 2024 | Qtr 4, 2024 | Qtr 1, 2025 | Qtr 2, 2025 | Qtr 3, 2025 | Qtr 4, 2025 | Qtr 1, 2026 | Qtr 2, 2026 | Qtr 3, 2026 |
|-------------------------------|----------------------------------------------------------------|----------|--------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 50                            | Complete parking/paving areas                                  | 4 wks    | Mon 4/14/25  | Fri 5/9/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 58                            | In-fill Concrete floor in Gym where old electrical service was | 3 days   | Thu 4/17/25  | Mon 4/21/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 26                            | Ceilings                                                       | 3 wks    | Tue 4/22/25  | Mon 5/12/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 27                            | Ceiling MEP                                                    | 4 wks    | Tue 5/6/25   | Mon 6/2/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 29                            | Millwork and D/F/H                                             | 3 wks    | Tue 5/13/25  | Mon 6/2/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 64                            | Tiling                                                         | 15 days  | Tue 5/13/25  | Mon 6/2/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 28                            | Close ceilings                                                 | 2 wks    | Tue 5/27/25  | Mon 6/9/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 30                            | Wall finishes                                                  | 2 wks    | Tue 6/3/25   | Mon 6/16/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 63                            | Set plumbing fixtures                                          | 7 days   | Tue 6/3/25   | Wed 6/11/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 31                            | Floor finishes                                                 | 2 wks    | Tue 6/10/25  | Mon 6/23/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 60                            | Balance HVAC                                                   | 5 days   | Tue 6/10/25  | Mon 6/16/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 59                            | Final electrical                                               | 5 days   | Tue 6/17/25  | Mon 6/23/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 32                            | Final cleaning, devices, fixtures and inspections              | 3 wks    | Tue 6/24/25  | Mon 7/14/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 33                            | FF&E                                                           | 2 wks    | Tue 7/15/25  | Mon 7/28/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 34                            | Phase 1 complete                                               | 0 days   | Mon 7/28/25  | Mon 7/28/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 005-Phase 2 Rec Center Fitout |                                                                | 94d      | Tue 7/29/25  | Fri 12/5/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 10-Construction               |                                                                | 94d      | Tue 7/29/25  | Fri 12/5/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 35                            | Demo                                                           | 2 wks    | Tue 7/29/25  | Mon 8/11/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 36                            | Foundations and underground MEP                                | 3 wks    | Tue 8/5/25   | Mon 8/25/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 37                            | Structural Steel and Concrete                                  | 2 wks    | Tue 8/26/25  | Mon 9/8/25   |             |             |             |             |             |             |             |             |             |             |             |             |
| 38                            | Frame partitions                                               | 1 wk     | Tue 9/9/25   | Mon 9/15/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 39                            | Rough MEP                                                      | 2 wks    | Tue 9/16/25  | Mon 9/29/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 40                            | Board and finish partitions                                    | 2 wks    | Tue 9/30/25  | Mon 10/13/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 41                            | Ceilings                                                       | 1 wk     | Tue 10/14/25 | Mon 10/20/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 42                            | Ceiling MEP                                                    | 2 wks    | Thu 10/16/25 | Wed 10/29/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 44                            | Wall finishes                                                  | 1 wk     | Tue 10/21/25 | Mon 10/27/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 45                            | Millwork and D/F/H                                             | 1 wk     | Fri 10/24/25 | Thu 10/30/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 61                            | Finish electrical                                              | 3 days   | Tue 10/28/25 | Thu 10/30/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 43                            | Close ceilings                                                 | 1 wk     | Thu 10/30/25 | Wed 11/5/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 46                            | Floor finishes                                                 | 1 wk     | Thu 11/6/25  | Wed 11/12/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 62                            | Balance HVAC                                                   | 3 days   | Thu 11/6/25  | Mon 11/10/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 47                            | Final cleaning, devices, fixtures and inspections              | 7 days   | Thu 11/13/25 | Fri 11/21/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 65                            | Set plumbing fixtures                                          | 2 days   | Thu 11/13/25 | Fri 11/14/25 |             |             |             |             |             |             |             |             |             |             |             |             |
| 48                            | FF&E                                                           | 2 wks    | Mon 11/24/25 | Fri 12/5/25  |             |             |             |             |             |             |             |             |             |             |             |             |
| 49                            | Phase 2 complete                                               | 0 days   | Fri 12/5/25  | Fri 12/5/25  |             |             |             |             |             |             |             |             |             |             |             |             |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

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 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).

|                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Guy Hurley, LLC</b><br><b>989 E. South Boulevard</b><br><b>Suite 200</b><br><b>Rochester Hills MI 48307</b> |  | <b>CONTACT NAME:</b> <b>Debbie Rossi</b><br><b>PHONE (A/C, No, Ext):</b> <b>(248)519-1400</b><br><b>FAX (A/C, No):</b> <b>(248)519-1401</b><br><b>E-MAIL ADDRESS:</b> <b>drossi@ghbh.com</b>                                                                                                                                                                                                 |  |
| <b>INSURED</b><br><b>PCI Industries, Inc</b><br><b>21717 Republic Ave</b><br><b>Oak Park MI 48237</b>                             |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> <b>Hartford Underwriters Insurance Co.</b> <b>30104</b><br><b>INSURER B:</b> <b>Trumbull Insurance Company</b> <b>27120</b><br><b>INSURER C:</b> <b>Hartford Casualty Insurance Company</b> <b>29424</b><br><b>INSURER D:</b> <b>CAM COMP</b> <b>23612</b><br><b>INSURER E:</b> <b>Hartford Fire Ins. Co.</b><br><b>INSURER F:</b> |  |

## COVERAGES

CERTIFICATE NUMBER:24-25 GL Master

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                                                                                                                                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                    | X                                           |          | 35UEAAU8ZYP   | 1/1/2024                | 1/1/2025                | EACH OCCURRENCE \$ <b>1,000,000</b>                                                 |
|                                                                                                                                                           | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                      |                                             |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>                         |
|                                                                                                                                                           | <input checked="" type="checkbox"/> Contractual Liability                                           |                                             |          |               |                         |                         | MED EXP (Any one person) \$ <b>10,000</b>                                           |
|                                                                                                                                                           | <input checked="" type="checkbox"/> XCU Coverage Included                                           |                                             |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                                           |
| GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                                                     |                                             |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> |
| B                                                                                                                                                         | <b>AUTOMOBILE LIABILITY</b>                                                                         |                                             |          | 35UEAGD2045   | 1/1/2024                | 1/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                             |
|                                                                                                                                                           | <input checked="" type="checkbox"/> ANY AUTO                                                        |                                             |          |               |                         |                         | BODILY INJURY (Per person) \$                                                       |
|                                                                                                                                                           | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS                   |                                             |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                     |
|                                                                                                                                                           | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS |                                             |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                   |
| C                                                                                                                                                         | <input checked="" type="checkbox"/> UMBRELLA LIAB                                                   |                                             |          | 35RHAAY2U2S   | 1/1/2024                | 1/1/2025                | EACH OCCURRENCE \$ <b>10,000,000</b>                                                |
|                                                                                                                                                           | <input type="checkbox"/> EXCESS LIAB                                                                |                                             |          |               |                         |                         | AGGREGATE \$ <b>10,000,000</b>                                                      |
|                                                                                                                                                           | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                  |                                             |          |               |                         |                         |                                                                                     |
| D                                                                                                                                                         | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                | Y/N <input checked="" type="checkbox"/> N/A |          | EWC005394     | 1/1/2024                | 1/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER     |
|                                                                                                                                                           | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                         |                                             |          |               |                         |                         | E.L. EACH ACCIDENT \$ <b>1,000,000</b>                                              |
|                                                                                                                                                           | If yes, describe under DESCRIPTION OF OPERATIONS below                                              |                                             |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>                                      |
|                                                                                                                                                           |                                                                                                     |                                             |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                     |
| E                                                                                                                                                         | <b>Inland Marine</b>                                                                                |                                             |          | 35MSG00645    | 1/1/2024                | 1/1/2025                | Leased/Rented \$ <b>\$100,000</b>                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: City of Livonia Senior Center Addition and Recreation Center Improvements.**  
**City of Livonia is an Additional Insured for General Liability when required by written contract.**

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                               |                                                                                                                                                                       |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Livonia</b><br><b>15100 Hubbard St</b><br><b>Livonia, MI 48154</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> |
|                                                                               | <b>AUTHORIZED REPRESENTATIVE</b><br><b>R McGregor/HLAROS</b>                                                                                                          |

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ACORD 25 (2014/01)

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INS025 (201401)

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY  
COVERAGE OVERVIEW

|                              |                                        |              |                |
|------------------------------|----------------------------------------|--------------|----------------|
| Member:                      | City of Livonia                        | Member No:   | M0001158       |
| Date of Original Membership: | December 1, 1985                       |              |                |
| Overview Effective Dates:    | December 01, 2023 To December 01, 2024 |              |                |
| Member Representative:       | Michael T. Slater                      | Telephone #: | (734) 466-2266 |
| Regional Risk Manager:       | Associated Risk Management, Inc.       | Telephone #: | (734) 591-7472 |

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Livonia** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Livonia** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

**City of Livonia** is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Overview summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Overview, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

**City of Livonia** is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Livonia's** SIR and deductibles are as follows:



**Table I**  
**Member Deductibles and Self Insured Retentions**

| COVERAGE                  | DEDUCTIBLE             | SELF INSURED RETENTION                          |
|---------------------------|------------------------|-------------------------------------------------|
| Liability                 | N/A                    | \$250,000 Per Occurrence                        |
| Vehicle Physical Damage   | \$1,000 Per Vehicle    | \$15,000 Per Vehicle<br>\$30,000 Per Occurrence |
| Fire/EMS Replacement Cost | \$1,000 Per Occurrence | N/A                                             |
| Property and Crime        | \$1,000 Per Occurrence | N/A                                             |
| Sewage System Overflow    | N/A                    | \$250,000 Per Occurrence                        |

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

Member's Motor Vehicle Physical Damage deductible applies, unless the amount of the loss exceeds the deductible. If the amount of loss exceeds the deductible, the loss including deductible amount, will be paid by MMRMA, subject to the Member's SIR.

The **City of Livonia** is afforded all coverages provided by MMRMA, except as listed below:

1. Specialized Emergency Response Expense Recovery Coverage
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**City of Livonia** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

### **C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**Table II**  
**Limits of Coverage**

| Liability and Motor Vehicle Physical Damage               | Limits of Coverage Per Occurrence |             | Annual Aggregate |             |
|-----------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
|                                                           | Member                            | All Members | Member           | All Members |
| 1 Liability                                               | 15,000,000                        | N/A         | N/A              | N/A         |
| 2 Judicial Tenure                                         | 100,000                           | N/A         | N/A              | N/A         |
| 3 Sewage System Overflows                                 | 500,000                           | N/A         | 500,000          | N/A         |
| 4 Volunteer Medical Payments                              | 25,000                            | N/A         | N/A              | N/A         |
| 5 First Aid                                               | 2,000                             | N/A         | N/A              | N/A         |
| 6 Vehicle Physical Damage                                 | 1,500,000                         | N/A         | N/A              | N/A         |
| 7 Uninsured/Underinsured Motorist Coverage (per person)   | 100,000                           | N/A         | N/A              | N/A         |
| Uninsured/Underinsured Motorist Coverage (per occurrence) | 250,000                           | N/A         | N/A              | N/A         |
| 8 Michigan No-Fault                                       | Per Statute                       | N/A         | N/A              | N/A         |
| 9 Terrorism                                               | 5,000,000                         | N/A         | N/A              | 5,000,000   |

| Property and Crime                                                              | Limits of Coverage Per Occurrence |             | Annual Aggregate |             |
|---------------------------------------------------------------------------------|-----------------------------------|-------------|------------------|-------------|
|                                                                                 | Member                            | All Members | Member           | All Members |
| 1 Buildings and Personal Property                                               | 283,455,216                       | 350,000,000 | N/A              | N/A         |
| 2 Personal Property in Transit                                                  | 2,000,000                         | N/A         | N/A              | N/A         |
| 3 Unreported Property                                                           | 5,000,000                         | N/A         | N/A              | N/A         |
| 4 Member's Newly Acquired or Constructed Property                               | 10,000,000                        | N/A         | N/A              | N/A         |
| 5 Fine Arts                                                                     | 2,000,000                         | N/A         | N/A              | N/A         |
| 6 Debris Removal (25% of Insured direct loss plus)                              | 25,000                            | N/A         | N/A              | N/A         |
| 7 Money and Securities                                                          | 1,000,000                         | N/A         | N/A              | N/A         |
| 8 Accounts Receivable                                                           | 2,000,000                         | N/A         | N/A              | N/A         |
| 9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit) | 5,000,000                         | 10,000,000  | N/A              | N/A         |
| 10 Fire and Emergency Vehicle Rental (12 week limit)                            | 2,000 per week                    | N/A         | N/A              | N/A         |
| 11 Structures Other Than a Building                                             | 15,000,000                        | N/A         | N/A              | N/A         |
| 12 Dam/Dam Structures/Lake Level Controls                                       | 0                                 | N/A         | N/A              | N/A         |
| 13 Transformers                                                                 | 0                                 | N/A         | N/A              | N/A         |
| 14 Storm or Sanitary Sewer Back-Up                                              | 1,000,000                         | N/A         | N/A              | N/A         |
| 15 Marine Property                                                              | 1,000,000                         | N/A         | N/A              | N/A         |
| 16 Other Covered Property                                                       | 10,000                            | N/A         | N/A              | N/A         |
| 17 Income and Extra Expense                                                     | 5,000,000                         | N/A         | N/A              | N/A         |
| 18 Blanket Employee Fidelity                                                    | 1,000,000                         | N/A         | N/A              | N/A         |
| 19 Faithful Performance                                                         | Per Statute                       | N/A         | N/A              | N/A         |
| 20 Earthquake                                                                   | 5,000,000                         | N/A         | 5,000,000        | 100,000,000 |
| 21 Flood                                                                        | 5,000,000                         | N/A         | 5,000,000        | 100,000,000 |
| 22 Terrorism                                                                    | 50,000,000                        | 50,000,000  | N/A              | N/A         |

| Location Address |                                               | Location Description     |                |              |
|------------------|-----------------------------------------------|--------------------------|----------------|--------------|
| 14.              | 14910 Farmington Rd., Livonia, MI 48154       | Fire Headquarters        |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | Fire Headquarters                             | \$3,491,388              | \$567,506      | \$4,058,894  |
|                  | Civic Ctr. Storage Bldg. - Police/Fire Campus | \$765,041                | \$180,446      | \$945,487    |
|                  | Seized Property Bldg - Police/Fire Campus     | \$301,111                | \$5,509        | \$306,620    |
| Location Totals  |                                               | \$4,557,540              | \$753,461      | \$5,311,001  |
| Location Address |                                               | Location Description     |                |              |
| 15.              | 15050 Farmington, Livonia, MI 48154           | Police Headquarters      |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | Police Headquarters                           | \$27,541,758             | \$3,314,123    | \$30,855,881 |
| Location Totals  |                                               | \$27,541,758             | \$3,314,123    | \$30,855,881 |
| Location Address |                                               | Location Description     |                |              |
| 16.              | 33000 Civic Center, Livonia, MI 48154         | City Hall Annex          |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | City Hall Annex                               | \$5,237,797              | \$358,135      | \$5,595,932  |
|                  | New City Hall                                 | \$26,456,671             | \$5,096,532    | \$31,553,203 |
| Location Totals  |                                               | \$31,694,468             | \$5,454,667    | \$37,149,135 |
| Location Address |                                               | Location Description     |                |              |
| 17.              | 32777 Five Mile Rd., Livonia, MI 48154        | Civic Center Library     |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | Civic Center Library                          | \$22,402,514             | \$6,060,740    | \$28,463,254 |
| Location Totals  |                                               | \$22,402,514             | \$6,060,740    | \$28,463,254 |
| Location Address |                                               | Location Description     |                |              |
| 18.              | 15218 Farmington, Livonia, MI 48154           | Civic Park Senior Center |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | Civic Park Senior Center                      | \$6,092,928              | \$571,638      | \$6,664,566  |
| Location Totals  |                                               | \$6,092,928              | \$571,638      | \$6,664,566  |
| Location Address |                                               | Location Description     |                |              |
| 19.              | 32765 Five Mile Rd., Livonia, MI 48154        | 16th District Courthouse |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | 16th District Courthouse                      | \$15,330,369             | \$847,126      | \$16,177,495 |
| Location Totals  |                                               | \$15,330,369             | \$847,126      | \$16,177,495 |
| Location Address |                                               | Location Description     |                |              |
| 20.              | 15100 Hubbard, Livonia, MI 48154              | Community Rec Center     |                |              |
|                  | Building Description                          | Building Value           | Contents Value | Total Value  |
|                  | Community Rec Center                          | \$54,872,638             | \$1,205,261    | \$56,077,899 |
|                  | Rec Center Storage                            | \$268,977                | \$66,117       | \$335,094    |
| Location Totals  |                                               | \$55,141,615             | \$1,271,378    | \$56,412,993 |



07/17/2024

|                          |  |  |                                             |                                      |
|--------------------------|--|--|---------------------------------------------|--------------------------------------|
| <b>PRODUCER</b>          |  |  | <b>CONTACT NAME:</b> Nate Maroun            |                                      |
| Guy Hurley, LLC          |  |  | <b>PHONE (A/C, No, Ext):</b> (248) 519-1400 | <b>FAX (A/C, No):</b> (248) 519-1401 |
| 989 E. South Boulevard   |  |  | <b>E-MAIL ADDRESS:</b> NMaroun@ghbh.com     |                                      |
| Suite 200                |  |  | <b>PRODUCER CUSTOMER ID:</b> 00015657       |                                      |
| Rochester Hills MI 48307 |  |  | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                      |
| <b>INSURED</b>           |  |  | <b>NAIC #</b>                               |                                      |
| PCI Industries, Inc.     |  |  | <b>INSURER A :</b> Hartford Fire            |                                      |
| 21717 Republic Avenue    |  |  | <b>INSURER B :</b>                          |                                      |
|                          |  |  | <b>INSURER C :</b>                          |                                      |
|                          |  |  | <b>INSURER D :</b>                          |                                      |
| Oak Park MI 48237        |  |  | <b>INSURER E :</b>                          |                                      |
|                          |  |  | <b>INSURER F :</b>                          |                                      |

## REVISION NUMBER:

| INSR LTR | TYPE OF INSURANCE                   |                                          | POLICY NUMBER     | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | COVERED PROPERTY                    |                    | LIMITS            |    |
|----------|-------------------------------------|------------------------------------------|-------------------|------------------------------------|-------------------------------------|-------------------------------------|--------------------|-------------------|----|
|          |                                     | PROPERTY                                 |                   |                                    |                                     |                                     | BUILDING           | \$                |    |
|          | CAUSES OF LOSS                      |                                          |                   |                                    |                                     | DEDUCTIBLES                         |                    | PERSONAL PROPERTY | \$ |
|          |                                     | BASIC                                    |                   |                                    |                                     | BUILDING                            |                    | BUSINESS INCOME   | \$ |
|          |                                     | BROAD                                    |                   |                                    |                                     | CONTENTS                            |                    | EXTRA EXPENSE     | \$ |
|          |                                     | SPECIAL                                  |                   |                                    |                                     |                                     |                    | RENTAL VALUE      | \$ |
|          |                                     | EARTHQUAKE                               |                   |                                    |                                     |                                     | BLANKET BUILDING   | \$                |    |
|          |                                     | WIND                                     |                   |                                    |                                     |                                     | BLANKET PERS PROP  | \$                |    |
|          |                                     | FLOOD                                    |                   |                                    |                                     |                                     | BLANKET BLDG & PP  | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
| A        | <input checked="" type="checkbox"/> | INLAND MARINE                            | TYPE OF POLICY    | 07/17/2024                         | 12/05/2025                          | <input checked="" type="checkbox"/> | Limit of Insurance | \$ 26,000,000     |    |
|          | CAUSES OF LOSS                      |                                          | Builders Risk (C) |                                    |                                     | <input checked="" type="checkbox"/> | Direct Damage      | \$ 25,000,000     |    |
|          |                                     | NAMED PERILS                             | POLICY NUMBER     |                                    |                                     | <input checked="" type="checkbox"/> | Soft Cost          | \$ 1,000,000      |    |
|          |                                     |                                          | 35MS GE7049       |                                    |                                     |                                     |                    | \$                |    |
|          |                                     | CRIME                                    |                   |                                    |                                     |                                     |                    | \$                |    |
|          | TYPE OF POLICY                      |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     | BOILER & MACHINERY / EQUIPMENT BREAKDOWN |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |
|          |                                     |                                          |                   |                                    |                                     |                                     |                    | \$                |    |

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POLICY NUMBER: 35MS GE7049

COMMERCIAL INLAND MARINE



PROJECT BUILDER’S RISK DECLARATIONS

These Declarations provide supplementary information to be used with the Project Builders Risk Coverage Form as indicated below.

|                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                           |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| INSURED PROJECT                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                           |                                      |
| Location                                                                                                                                                                                                                                                                                                                                                                                                 | 15100 Hubbard St. Livonia, MI 48154                                                                                                       |                                      |
| Description                                                                                                                                                                                                                                                                                                                                                                                              | Addition & Renovation of an existing recreation center                                                                                    |                                      |
| Project Owner(s)                                                                                                                                                                                                                                                                                                                                                                                         | City of Livonia                                                                                                                           |                                      |
| General Contractor                                                                                                                                                                                                                                                                                                                                                                                       | PCI Industries, Inc                                                                                                                       |                                      |
| Contract Number                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                           |                                      |
| POLICY TERM: 12:01 a.m., Standard Time at the Insured Project Location.                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                           |                                      |
| Inception Date: 07/17/2024                                                                                                                                                                                                                                                                                                                                                                               | Expiration Date: 12/05/2025<br><i>Expiration Date may vary in accordance with subparagraph F.19. (When Coverage Ends) of this policy.</i> |                                      |
| POLICY LIMITS OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                           |                                      |
| POLICY MAXIMUM LIMIT OF INSURANCE:<br>The Policy Maximum Limit of Insurance is the most we will pay for all covered loss, damage, cost or expense under this Policy in any one “occurrence”, regardless of the number of insureds, coverages or Optional Policy Extensions available under this Policy, the amount of Covered Property damaged, or the number of Covered Causes of Loss that take place. | \$ 26,000,000                                                                                                                             |                                      |
| ESCALATION PROVISION                                                                                                                                                                                                                                                                                                                                                                                     | Escalation Percentage:<br>_____% of the Policy Maximum Limit of Insurance                                                                 | <input type="checkbox"/> Not Covered |
|                                                                                                                                                                                                                                                                                                                                                                                                          | Escalation Maximum Amount:<br>\$_____                                                                                                     |                                      |

### SUBLIMITS OF INSURANCE

All Sublimits of Insurance are subject to, part of and not in addition to, and reduce the Policy Maximum Limit of Insurance.

These Sublimits of Insurance apply on a per "occurrence" basis, unless stated otherwise below or on an endorsement to this Policy.

| Covered Property                                                                  | Sublimit Of Insurance                                                            | Deductible<br><i>If different than Per Occurrence Deductible</i> |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------------------------------|
| Permanent Works                                                                   | Included in Policy Limit                                                         |                                                                  |
| Temporary Works                                                                   | Included in Policy Limit                                                         |                                                                  |
| Property in Transit                                                               | \$100,000                                                                        |                                                                  |
| Property in Offsite Temporary Storage                                             | \$100,000                                                                        |                                                                  |
| Property of Others                                                                | \$100,000                                                                        |                                                                  |
| Outdoor Property & Landscaping Materials                                          | \$100,000                                                                        |                                                                  |
| Fine Arts                                                                         | \$100,000                                                                        |                                                                  |
|                                                                                   |                                                                                  |                                                                  |
|                                                                                   |                                                                                  |                                                                  |
|                                                                                   |                                                                                  |                                                                  |
|                                                                                   |                                                                                  |                                                                  |
| Direct Damage Optional Policy Extensions                                          | Sublimit Of Insurance                                                            | Deductible<br><i>If different than Per Occurrence Deductible</i> |
| Expediting Expense                                                                | \$25,000                                                                         |                                                                  |
| Professional Design Expenses                                                      | \$25,000                                                                         |                                                                  |
| Claim Preparation Expenses                                                        | \$50,000                                                                         |                                                                  |
| Contract Penalties                                                                | \$50,000                                                                         |                                                                  |
| Debris Removal and Recycling Expenses<br>(Other Than Pollutants and Contaminants) | \$1,000,000                                                                      |                                                                  |
| Fire Department Service Expenses                                                  | \$50,000                                                                         |                                                                  |
| Indoor Air Quality Expenses                                                       | \$50,000                                                                         |                                                                  |
| Pollutants and Contaminants<br>Clean Up and Removal Expense                       | \$25,000<br>*In any one "policy term"                                            |                                                                  |
| Reward Payments                                                                   |                                                                                  |                                                                  |
| Ordinance or Law Expenses                                                         | Demolition Costs –<br>Undamaged Covered<br>Property:                             | \$1,000,000                                                      |
|                                                                                   | Replacement of Undamaged<br>Covered Property:                                    | Included in Demolition                                           |
|                                                                                   | Increased Cost of<br>Construction: Damaged and<br>Undamaged Covered<br>Property: | Included in Demolition                                           |



|                                                                     |                                           |                                                                                                |
|---------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Green Authority Expenses</b>                                     | \$50,000                                  |                                                                                                |
| <b>Site Re-Preparation Expenses</b>                                 | \$50,000                                  |                                                                                                |
| <b>Crane Re-Erection Expenses</b>                                   | \$50,000                                  |                                                                                                |
| <b>Crisis Management Expenses</b>                                   | \$50,000                                  |                                                                                                |
| <b>Logistics Expense Coverage</b>                                   | \$50,000                                  | Waiting Period for "Earth Movement", "Water Occurrence", Windstorm or Hail:<br><b>48 hours</b> |
|                                                                     |                                           | Waiting Period for All Other Perils:<br><b>168 hours</b>                                       |
| <b>Fire Device Recharge Coverage</b>                                | \$50,000                                  |                                                                                                |
| <b>Coverage for Preservation and Protection of Covered Property</b> | \$50,000                                  |                                                                                                |
| <b>Coverage for Physical Plans and Drawings</b>                     | \$50,000                                  |                                                                                                |
| <b>Cyber Coverage</b>                                               | Not Covered                               |                                                                                                |
| <b>Existing Building and Structures</b>                             | Not Covered                               |                                                                                                |
| <b>Earth Movement and Volcanic Action</b>                           | \$26,000,000<br>*In any one "policy term" |                                                                                                |
| <b>Water Occurrence</b>                                             | \$26,000,000<br>*In any one "policy term" |                                                                                                |
| <b>Fungus, Wet Rot, Dry Rot, Bacteria and Virus</b>                 | Not Covered                               |                                                                                                |
| <b>Hot and Cold Testing</b>                                         | Not Covered                               |                                                                                                |
| <b>Mechanical Breakdown</b>                                         | \$26,000,000                              |                                                                                                |

#### DELAY AND SOFT COSTS COVERAGE SUBLIMITS OF INSURANCE

This Coverage only applies when a Limit of Insurance is stated below. All deductibles, exclusions and other terms and conditions of this Policy apply to this Coverage. Payment of any loss, damage, cost or expense under or in connection with this Coverage is subject to the Policy Maximum Limit of Insurance stated above.

|                                                                    | <b>Sublimit Of Insurance</b> | <b>Deductible or Waiting Period</b> |
|--------------------------------------------------------------------|------------------------------|-------------------------------------|
| <b>Delay and Soft Costs Coverage</b>                               | \$1,000,000                  | 15 Days                             |
| <b>Period of Restoration Maximum Number of Days:</b><br>_____ days |                              |                                     |
| <b>Delay And Soft Costs Optional Policy Extensions</b>             | <b>Sublimit Of Insurance</b> | <b>Deductible or Waiting Period</b> |
| <b>Owner's Extra Expense</b>                                       | \$50,000                     | 15 Days                             |
| <b>General Contractor Delay Prevention Coverage</b>                | \$50,000                     | 15 Days                             |
| <b>Ingress/Egress</b>                                              | \$50,000                     | 15 Days                             |
| <b>Civil Authority</b>                                             | \$50,000                     | 15 Days                             |
| <b>Utility Service Interruption</b>                                | \$50,000                     | 15 Days                             |

| DEDUCTIBLES                                   |           |
|-----------------------------------------------|-----------|
| Not otherwise stated above                    |           |
| Per Occurrence Deductible:                    | \$ 10,000 |
| Named Storm Deductible:                       | \$ 10,000 |
| Water Damage Deductible:                      | \$ 50,000 |
|                                               | \$        |
|                                               | \$        |
|                                               | \$        |
| OPTIONAL DELAY AND SOFT COSTS WAITING PERIODS |           |
| Earth Movement and Volcanic Action            | 15 Days   |
| Water Occurrence                              | 15 Days   |

## COMMERCIAL INLAND MARINE



## PROJECT BUILDER'S RISK COVERAGE FORM

This Policy provides you with important coverages, and also contains limitations to that coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words "you" and "your" refer to the first Named Insured shown in the Commercial Inland Marine Declarations. The words "we", "us" and "our" refer to the Company providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. DEFINITIONS**.

### A. COVERAGE A – DIRECT DAMAGE COVERAGE

The Coverage set forth below applies only when a Limit of Insurance is stated in the Project Builder's Risk Declarations. All deductibles, exclusions and other terms and conditions of this Policy apply to this Coverage. Payment of any loss, damage, cost or expense under or in connection with this Coverage is limited to the Policy Maximum Limit of Insurance stated in the Project Builder's Risk Declarations.

#### 1. Insuring Agreement

We will pay for all risks of direct physical loss or damage that occurs during the "policy term" caused by a Covered Cause of Loss to Covered Property within the Coverage Territory.

#### 2. Covered Cause of Loss

Covered Cause of Loss means any cause of loss except those that are excluded under this Policy, unless those excluded Causes of Loss are specifically reinstated by an Optional Policy Extension purchased by you.

#### 3. Covered Property

Covered Property is the property shown in subparagraphs **3.a.** through **3.g.** below that is owned by you, or for which you or any other "insured" is contractually responsible. If a Sublimit of Insurance applies to any type of Covered Property, the Sublimit will be shown in the Project Builder's Risk Declarations.

##### a. Permanent Works

Property that is or will become part of the completed "insured project" while located at the "insured project" including:

- (1) Materials, modular structural components, supplies, machinery, equipment and fixtures; and
- (2) Foundations, excavations and other underground property of a type that is otherwise included as Covered Property.

##### b. Temporary Works

- (1) Temporary structures, fencing, cribbing, shoring, boarding, scaffolding or false work or temporary buildings built or erected at the "insured project" in connection with the "insured project"; and
- (2) Construction trailers and their contents while located at the "insured project", excluding property described in Paragraph **4. Property Not Covered** below.

##### c. Property in Transit

Property described in subparagraph **a.** above that will become a part of the completed "insured project" while in transit to or from the "insured project".

##### d. Property in Offsite Temporary Storage

Property described in subparagraph **a.** above while in temporary storage at any location other than the "insured project".

##### e. Property of Others

Property owned by persons, entities or organizations other than an "insured" while located at the "insured project" for the purpose of use in conjunction with construction operations at the "insured project", excluding property described in Paragraph **4. Property Not Covered** below.

**f. Outdoor Property and Landscaping Materials**

Trees, plants, shrubs, grass and lawns (including fairways, greens and tees) and vegetative roofing located at the "insured project".

For the purpose of applying a Limit of Insurance to this Covered Property, "one item" means any one tree, plant, shrub, green or tee; or each separate area of a fairway or grass, bounded by rough vegetation, water, dirt, concrete or paved surfaces.

**g. Fine Arts**

"Fine arts" located at the "insured project".

For the purpose of applying a Limit of Insurance to this Covered Property, "one item" means any one item of "fine arts".

**4. Property Not Covered****a. Existing buildings or structures, including:**

(1) All previously existing buildings or structures; and

(2) Any property related to such buildings or structures

unless a Sublimit of Insurance is stated in the Project Builder's Risk Declarations for the Existing Buildings and Structures Optional Policy Extension.

**b. Any property that will not become a permanent part of the completed "insured project", including tools, machinery, equipment and contractor's equipment.****c. Land or water.****d. Watercraft, aircraft, railcars, locomotives, drones, motorized land vehicles or any other types of vehicles or mobile equipment.****e. Standing timber, growing crops or animals.****f. Accounts, bills, currency, money, deeds, notes, securities, checks, evidences of debt, stamps, bonds, precious or semi-precious stones, bullion or other similar valuables.****5. Direct Damage Optional Policy Extensions**

These Optional Policy Extensions are available in connection with **COVERAGE A - DIRECT DAMAGE COVERAGE** and apply only when a Sublimit of Insurance for the Policy Extension is stated in the Project Builder's Risk Declarations. All Sublimits of Insurance are subject to, part of and not in addition to, and reduce the Policy Maximum Limit of Insurance. All exclusions and other terms and conditions of this Policy apply to these Policy Extensions unless otherwise specified below or on an endorsement to this Policy, including **SECTION E. POLICY DEDUCTIBLES AND WAITING PERIODS**, Paragraph 4. **Optional Policy Extensions.**

**a. Additional Expenses**

If direct physical loss or damage to Covered Property by a Covered Cause of Loss occurs and is covered under the terms of **COVERAGE A – DIRECT DAMAGE COVERAGE**, then we will also pay or reimburse the following expenses:

**(1) Expediting Expense**

The reasonable and necessary expenses you incur to:

**(a) Make temporary repairs and to expedite the permanent repair or replacement of damaged Covered Property, including:**

(i) Additional wages for overtime, night work, and work on public holidays;

(ii) Extra costs of express and air freight; and

(iii) Extra costs of rental equipment.

**(b) Continue the scheduled progress of the "insured project".****(2) Professional Design Expenses**

The reasonable and necessary expenses you incur for architects, surveyors, consulting engineers or other design professionals to evaluate the repair or replacement of damaged Covered Property.

**(3) Claim Preparation Expenses**

The reasonable and necessary expenses you incur in connection with taking inventories, making appraisals or preparing other documents that we request in writing from you in connection with a claim under this Policy.

This Policy Extension does not apply to expenses you incur in connection with the engagement of, or services performed by, public adjusters or attorneys.

**(4) Contract Penalties**

"Liquidated damages" or other contract penalties that the "general contractor" is required to pay to the owner of the "insured project" as a result of the "general contractor's" failure to timely complete any phase or specific task of the "insured project".

"Liquidated damages" and contract penalties are payable under this Policy Extension only when:

- (a) The "general contractors" liability for such "liquidated damages" or contract penalties results from the "construction contract" for the "insured project" between the "general contractor" and "insured project" owner, executed before the direct physical loss or damage to Covered Property happens; and
- (b) The "liquidated damages" or contract penalties are reported to us in writing within thirty (30) days from the date the "general contractor's" liability for such damages or penalties was triggered under the "construction contract".

**(5) Debris Removal and Recycling Expenses (Other than Pollutants and Contaminants)**

The reasonable and necessary expenses you incur to:

- (a) Remove debris of damaged Covered Property from the "insured project";
- (b) Divert debris of damaged Covered Property to recycling facilities rather than landfills; or
- (c) Remove debris of uninsured property from the "insured project".

Debris removal and recycling expenses are payable under this Policy Extension only when reported to us in writing within one-hundred and eighty (180) days from the date that the Covered Property is damaged. Any income or remuneration derived from recycling shall be deducted from the expenses payable.

This Policy Extension does not apply to expenses to extract "pollutants and contaminants" from land or water or expenses to remove, restore or replace polluted land or water.

**(6) Fire Department Service Expenses**

Fire Department service charges that you are liable for under a "construction contract" for the "insured project" or that are required by local ordinance.

**(7) Indoor Air Quality Expenses**

The reasonable and necessary expenses you incur to ventilate or flush out air systems to meet or restore indoor air quality to the standards established in the indoor air quality management plan for the "insured project" prior to direct physical loss or damage to Covered Property.

**(8) Pollutants and Contaminants Clean Up and Removal Expenses**

The reasonable and necessary expenses you incur to extract "pollutants and contaminants" from land or water at an "insured project" if the release, discharge or dispersal of the "pollutants and contaminants" is caused by or results from the direct physical loss or damage to Covered Property.

Expenses are payable under this Policy Extension only when they are reported to us in writing within one-hundred and eighty (180) days from the date that the Covered Property is damaged or the end of the policy period, whichever is earlier.

This Policy Extension does not apply to expenses to test for, monitor or assess the existence, concentration or effects of "pollutants and contaminants", but does apply to expenses incurred by you for such testing when it is performed in the course of extracting "pollutants or contaminants" from land or water.

**(9) Reward Payments**

The actual amount of rewards you have documented and paid leading to:

- (a) The successful return of substantially undamaged stolen Covered Property to a law enforcement agency; or
- (b) The arrest and conviction of any persons for having damaged or stolen Covered Property.

#### **(10) Ordinance or Law Expenses**

The following expenses you incur to comply with enforcement of ordinances or laws, in effect at the time of direct physical loss or damage to Covered Property, that regulate the repair or rebuilding of damaged Covered Property:

##### **(a) Demolition Costs – Undamaged Covered Property**

The reasonable and necessary expenses you incur to demolish undamaged Covered Property at the “insured project” in order to comply with the enforcement of a building, zoning or land use ordinance or law.

##### **(b) Replacement of Undamaged Covered Property**

The reasonable and necessary expenses you incur to replace undamaged Covered Property at the “insured project” that was demolished in order to comply with the enforcement of a building, zoning or land use ordinance or law.

##### **(c) Increased Cost of Construction – Damaged and Undamaged Covered Property**

The reasonable and necessary expenses you incur to repair, rebuild, or reconstruct damaged and undamaged Covered Property at the “insured project”, but only to the extent required by the enforcement of a building, zoning, or land use ordinance or law, and only when the reconstructed property is intended for the same occupancy.

Expenses are payable under this Policy Extension only when the demolition, repair or replacement of damaged or undamaged Covered Property is initiated within two (2) years from the date that the Covered Property was originally damaged and notice of such expenses are provided to us in writing as soon as practicable thereafter. We may agree to extend the time for completion if request is made by you in writing within the original two (2) years provided.

This Policy Extension does not apply to previously existing buildings or structures unless a Limit of Insurance is stated for the Existing Buildings and Structures Optional Policy Extension in the Project Builder’s Risk Declarations, and does not apply to expenses to comply with any ordinance or law that:

- (i) Requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants or contaminants” or due to the presence, growth, proliferation, spread or any activity of “fungus”, wet rot, dry rot, bacteria or virus.
- (ii) Requires any “insured” or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants or contaminants”, “fungus”, wet rot, dry rot, bacteria or virus.
- (iii) You were required, but failed, to comply with prior to direct physical loss or damage to Covered Property, even though the Covered Property was undamaged at that time.

#### **(11) Green Authority Expenses**

The following expenses you incur to comply with the standards of the “green authority” incorporated into the design of the “insured project” prior to the direct physical loss or damage to Covered Property, even if the certification standards have changed since the original certification was budgeted or achieved:

##### **(a) Building Commissioning**

The reasonable and necessary expenses you incur for a qualified engineer to supervise the repair or replacement of Covered Property.

##### **(b) Certification Fees**

The necessary fees you incur in applying to the “green authority” for certification or recertification that Covered Property has been restored to the level of certification planned for such property, or the level of certification that was in place at the time direct physical loss or damage to the Covered Property occurred.

#### **(12) Site Re-Preparation Expenses**

The reasonable and necessary expenses you incur to re-excavate, re-prepare, or re-grade land at the “insured project” in order to repair or rebuild damaged or lost Covered Property.



**(13) Crane Re-Erection Expenses**

The reasonable and necessary expenses you incur to re-erect cranes at the “insured project”.

**(14) Crisis Management Expenses**

The reasonable and necessary expenses you incur to continue scheduled progress of the “insured project” when an order of civil or military authority limits, restricts or prohibits partial or total access to the “insured project”, provided that the order is a direct result of a violent crime, suicide, death (not including, disease or sickness resulting in death) or armed robbery at such “insured project”.

Expenses payable under this Policy Extension are limited to the reasonable and necessary expenses incurred by you after the date and time the order of civil or military authority becomes effective and until the order is lifted.

**b. Coverage Extensions**

**(1) Logistics Expense Coverage**

We will pay or reimburse the reasonable and necessary expenses you incur to temporarily continue the movement of Covered Property between the location of the direct supplier of such property and the “insured project” during the “policy period”, when movement has been delayed as the result of direct physical loss or damage to bridges or roadways located within five (5) miles of the “insured project”, caused by a Covered Cause of Loss.

A Waiting Period of forty-eight (48) hours (one hundred sixty-eight (168) hours for delay caused by “earth movement”, “water occurrence”, windstorm or hail) applies to this Policy Extension, beginning when the delay of movement commences. Expenses payable under this Policy Extension are limited to the reasonable and necessary expenses incurred by you after the applicable Waiting Period and until the normal movement of Covered Property can be resumed.

The following additional exclusion applies to the coverage provided under this Policy Extension:

We will not pay for expenses:

- (a) Caused by or resulting from disruption of electricity, gas, fuel, water, steam, sewerage, refrigeration, cloud computing service, or any data, voice or video service; or
- (b) That would have been incurred during the same period had there been no delay in the normal movement of Covered Property; or
- (c) To repair or replace any property that has been damaged or destroyed; or
- (d) Recoverable elsewhere under this Policy.

**(2) Fire Device Recharge Coverage**

We will pay or reimburse the reasonable and necessary expenses you incur to recharge a manual or automatic fire extinguishing device discharged at the “insured project” during the “policy period” accidentally, in connection with fighting a fire, or as the result of a Covered Cause of Loss.

The following additional exclusion applies to the coverage provided under this Policy Extension:

We will not pay for expenses caused by or resulting from:

- (a) Compliance with any ordinance or law that regulates the recharging, repair or replacement of such fire extinguishing device; or
- (b) Discharge of any fire extinguishing device in connection with demonstration or testing; or
- (c) Maintenance of any fire extinguishing device or system.

**(3) Coverage for Preservation and Protection of Covered Property**

When you remove Covered Property from the “insured project” to prevent imminent direct physical loss or damage to such Covered Property, we will pay for:

- (a) The reasonable and necessary expenses you incur, over and above normal operating costs, for actions taken by you to temporarily protect or preserve Covered Property; and
- (b) Any direct physical loss or damage to Covered Property that occurs while such property is removed from the “insured project” when caused by a Covered Cause of Loss.

**(4) Coverage for Physical Plans and Drawings**

We will pay for direct physical loss or damage to “plans and drawings” kept in physical format and stored at a described premises within the Coverage Territory, when such loss or damage occurs during the “policy period” and is caused by a Covered Cause of Loss. The amount payable shall be the lesser of:

- (a) If duplicates are available, the cost to reproduce the “plans and drawings” from such duplicates;
- (b) If duplicates are not available, the cost to research, gather and assemble the information to recreate the “plans and drawings”;
- (c) If not replaced, the value of the blank material.

**(5) Cyber Coverage**

- (a) To the extent inconsistent with the terms and conditions of this Policy Extension, **SECTION C. EXCLUSIONS**, Paragraph 1.a., subparagraph (4) **Electronic Vandalism or Corruption of “Electronic Data”** does not apply.

**(i) Electronic Data**

We will pay for corruption, erasure or alteration of “electronic data” used by “building systems” due to a Covered Cause of Loss or the introduction of “malicious code”.

**(ii) Building Systems**

We will pay for the reasonable and necessary expenses incurred by you to restore use of “building systems” that are rendered useless for their intended purpose due to the introduction of “malicious code” that reprograms software (including firmware) used by such “building systems”.

**(iii) Electronic Plans and Drawings**

We will pay for corruption, erasure, or alteration of “plans and drawings” stored as “electronic data” due to the introduction of “malicious code”.

**(iv) Cyber Extra Expense**

If coverage is provided under (i), (ii) or (iii) above, we will also pay the reasonable and necessary expenses you incur, over and above normal operating costs, for:

- Conducting an investigation (including a forensic investigation) to determine the cause and scope of the introduction of any “malicious code”; and
- Hiring an expert to consult with you on the protection of “electronic data” used by “building systems” and the eradication of any “malicious code”.

- (b) The amount payable under subparagraphs (a)(i) and (a)(iii) shall be the lesser of:

- (i) If duplicates are available, the cost to reproduce the “plans and drawings” from such duplicates;
- (ii) If duplicates are not available, the cost to research, gather and assemble the information to recreate the “plans and drawings”;
- (iii) If not replaced, the value of the blank material.

- (c) The following additional exclusion applies to the coverage provided under this Policy Extension:

We will not pay for any loss, damage, cost or expense caused by, resulting from or arising out of:

- (i) A breach in confidentiality or privacy of, or release of, any “electronic data” for any reason.
- (ii) Theft of any “electronic data”, unless the “electronic data” has been corrupted, erased or altered. In such case, only the portion of loss resulting from such corruption, erasure or alteration is payable under this Policy Extension.
- (iii) Extortion or ransomware payments or public relations expenses.
- (iv) “Malicious code” otherwise excluded under this Policy.

Loss or expenses payable under this Cyber Coverage Policy Extension shall not be considered expense under any other Policy Extension.

**(6) Existing Building and Structures**

- (a) Subparagraph **a. Existing Buildings and Structures** of Paragraph **A.4. Property Not Covered** is deleted and added to Paragraph **A.3. Covered Property**.
- (b) The following additional exclusion applies to the Covered Property set forth in this Policy Extension:
- We will not pay for any loss, damage, cost or expense caused by or resulting from any ordinance or law that was a violation of an existing ordinance or law before the loss or damage, even if the building was undamaged.
- (c) The coverage provided under this Existing Building and Structures and Policy Extension is excess of any other valid and collectible insurance applicable to previously existing buildings or structures or any property related to such buildings or structures that will not become a permanent part of the completed "insured project".

**(7) Earth Movement and Volcanic Action**

**SECTION C. EXCLUSIONS**, Paragraph **1.a.**, subparagraph **(5) Earth Movement** is deleted, and "earth movement" and "volcanic action" are added as Covered Causes of Loss.

However, we will not pay for loss, damage, cost or expense caused directly or indirectly by a "water occurrence", even if attributable to "earth movement" or "volcanic action".

Any "earth movement", volcanic action, explosion or effusion that began prior to the inception of this Policy shall be deemed to have occurred entirely prior to the "policy term" and is not covered under this Policy.

"Earth movement", volcanic action, explosion or effusion do not apply as Covered Causes of Loss to the Delay and Soft Costs Optional Policy Extension **4.c.(3) Utility Service Interruption**.

**(8) Water Occurrence**

**SECTION C. EXCLUSIONS**, Paragraph **1.a.**, subparagraph **(6) Water Occurrence** is deleted, and "water occurrence" is added as a Covered Cause of Loss.

Any "water occurrence" that began prior to the inception of this Policy shall be deemed to have occurred entirely prior to the "policy term" and is not covered under this Policy.

To the extent that a tsunami causes the overflow of tidal waters, **SECTION C. EXCLUSIONS**, Paragraph **1.a.**, subparagraph **(5) Earth Movement** does not apply.

"Water occurrence" does not apply as a Covered Cause of Loss to the Delay and Soft Costs Optional Policy Extension **4.c.(3) Utility Service Interruption**.

**(9) "Fungus", Wet Rot, Dry Rot, Bacteria and Virus**

**SECTION C. EXCLUSIONS**, Paragraph **1.b.**, subparagraph **(3) "Fungus", Wet Rot, Dry Rot, Bacteria or Virus** is deleted, and "fungus", wet rot, dry rot, bacteria or virus are added as Covered Causes of Loss.

We will also pay the reasonable and necessary expenses you incur to:

- (a) Clean-up, remove, contain, treat, detoxify or neutralize "fungus", wet rot, dry rot, bacteria or virus at the "insured project";
- (b) Test the indoor air quality at the "insured project" for "fungus", wet rot, dry rot, bacteria or virus;
- (c) Develop and implement a remediation plan for "fungus", wet rot, dry rot, bacteria or virus at the "insured project";
- (d) Remove debris of Covered Property from the "insured project" that has been contaminated with "fungus", wet rot, dry rot, bacteria or virus.

**(10) Hot and Cold Testing**

**SECTION C. EXCLUSIONS**, Paragraph **1.b.**, subparagraph **(9) Testing** is deleted, and "hot testing" and "cold testing" are added as Covered Causes of Loss.

To the extent inconsistent with the terms and conditions of this Policy Extension, **SECTION C. EXCLUSIONS**, Paragraph **1.b.**, subparagraph **(5) Mechanical Breakdown** does not apply.

**(11) Mechanical Breakdown**

**SECTION C. EXCLUSIONS**, Paragraph 1.b., subparagraph (5) **Mechanical Breakdown** is deleted, and mechanical breakdown or failure of any kind, including the explosion of steam boilers, steam pipes, steam engines or steam turbines, are added as Covered Causes of Loss.

**B. COVERAGE B – DELAY AND SOFT COSTS COVERAGE**

The Coverage set forth below applies only when a Limit of Insurance for the Coverage is stated in the Project Builder's Risk Declarations. All deductibles, exclusions and other terms and conditions of this Policy apply to this Coverage. Payment of any loss, damage, cost or expense under, or in connection with, this Coverage is limited to the Policy Maximum Limit of Insurance stated in the Project Builder's Risk Declarations.

**1. Insuring Agreement**

When a "delay in completion" of the "insured project" occurs during the "policy term" and is caused by direct physical loss or damage to Covered Property by a Covered Cause of Loss covered under **COVERAGE A - DIRECT DAMAGE COVERAGE**, we will pay for:

- a. Your actual or reasonably likely loss of "earnings" and "rental income" that result from the "delay in completion" during the "period of restoration"; and
- b. The actual amount of "soft costs" you incur associated with the "delay in completion"; and
- c. The necessary and reasonable expenses you incur, over and above normal operating expenses, to reduce the amount of loss or "soft costs" payable under subparagraphs **B.1.a.** and **B.1.b.**

All or any portion of the coverage set forth in the Paragraph may be subject to a Waiting Period.

**2. Covered Cause of Loss**

Covered Cause of Loss means any cause of loss applicable under **COVERAGE A - DIRECT DAMAGE COVERAGE**.

**3. Covered Property and Property Not Covered**

Covered Property means the property covered under **COVERAGE A - DIRECT DAMAGE COVERAGE**, and excludes any Property Not Covered.

**4. Delay and Soft Costs Optional Policy Extensions**

These Optional Policy Extensions are available in connection with **COVERAGE B - DELAY AND SOFT COSTS COVERAGE** and apply only when a Sublimit of Insurance for the Policy Extension is stated in the Project Builder's Risk Declarations. All Sublimits of Insurance are subject to, part of and not in addition to, and reduce the Policy Maximum Limit of Insurance. All exclusions and other terms and conditions of this Policy apply to these Optional Policy Extensions unless otherwise specified below or on an endorsement to this Policy, including **SECTION E. POLICY DEDUCTIBLES AND WAITING PERIODS**, Paragraph 4. **Optional Policy Extensions**.

**a. Owner's Extra Expense**

If a loss of "earnings" or "rental income", or any "soft costs" expenses are covered under **COVERAGE B – DELAY AND SOFT COSTS COVERAGE**, then we will also pay or reimburse the reasonable and necessary expenses incurred by the owner of the "insured project" resulting from the "delay in completion", including advertising and marketing expenses, legal, accounting, licensing, permit, and project management fees.

This Policy Extension does not apply to expenses:

- (1) To overcome delays in the scheduled progress of the work that existed at or before the time of loss or damage; or
- (2) For alterations, additions, improvements or other changes in materials, designs, plans, specifications or the means and methods of construction.

**b. General Contractor Delay Prevention Coverage**

We will pay or reimburse the following reasonable and necessary expenses incurred by the "general contractor" to avoid a "delay in completion" of the "insured project" that would otherwise be covered under **COVERAGE B – DELAY AND SOFT COSTS COVERAGE**:

- (1) Additional payroll (salary, wages and overtime) not originally estimated to be part of the project cost.
- (2) Travel expenses.

The expenses payable under this Policy Extension will be limited to the amount of provable expenses the "general contractor" incurs to avoid "delay in completion". Any claim for payment under this

Policy Extension must be made by the “general contractor” within thirty (30) days from the date final action is taken by the “general contractor” to avoid the “delay in completion”, and must include written proof of loss certified by an executive officer of the “general contractor” acceptable to us itemizing the expenses and establishing that the expenses were not originally anticipated in the “insured project” cost.

**c. Additional Causes of Delay**

When a “delay in completion” of the “insured project” occurs during the “policy term” and is caused by one of the causes set forth below, we will pay for your actual loss of “earnings” and “rental income” resulting from the “delay in completion” during the “period of restoration”; and the actual amount of “soft costs” you incur associated with the “delay in completion”; and the necessary and reasonable expenses you incur, over and above normal operating expenses, to reduce the amount of loss or “soft costs” payable under this Policy Extension.

**(1) Ingress/Egress**

The inability to ingress or egress to or from the “insured project” as a direct result of direct physical loss or damage to property at a premises contiguous to the “insured project”, when caused by a Covered Cause of Loss.

**(2) Civil Authority**

The inability to access the “insured project” because access is specifically prohibited by order of a civil authority as the direct result of direct physical loss or damage to property in the immediate area of the “insured project”, when caused by a Covered Cause of Loss.

**(3) Utility Service Interruption**

The interruption of incoming electricity, steam, gas, fuel or water to the “insured project” as a direct result of a direct physical loss or damage to a service provider’s transmission or distribution lines or related plants, substations and equipment located outside of the “insured project”, when caused by a Covered Cause of Loss.

**C. EXCLUSIONS**

1. Except as provided in the Policy Extensions (if purchased by you and only to the extent provided therein), the following Exclusions apply to all coverage under this Policy, including all Insuring Agreements, Policy Extensions and any other coverage provided by endorsement.

a. We will not pay for loss, damage, cost or expense caused directly or indirectly by or resulting from any of the following. Such loss, damage, cost or expense is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense:

**(1) Governmental Action**

Seizure or destruction of property by order of governmental authority.

However, if direct physical loss or damage to Covered Property is caused by or results from acts of destruction to such Covered Property ordered by governmental authority at the time of a fire to prevent its spread, we will pay for the loss or damage if it would otherwise be covered under this Policy.

**(2) Nuclear Hazard**

(a) Any weapon employing atomic fission or fusion; or

(b) Nuclear reaction, nuclear radiation, or radioactive contamination however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.

However, if direct physical loss or damage to Covered Property caused by fire ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(3) War or Military Action**

(a) War, including undeclared or civil war;

(b) Hostile or warlike action by a military force, in time of peace or war, including action in hindering or defending against an actual or expected attack by any of the following:

- (i) Government, sovereign power (including quasi and de facto forms), or other authority maintaining or using military, naval or air forces;
  - (ii) Military, naval or air forces; or
  - (iii) An agent of any such government, power, authority or forces.
- (c) Invasion, insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering, combating or defending against any such actual or expected event by any government, power, authority, forces or agents described in (b)(i) through (b)(iii) above.

#### **(4) Electronic Vandalism or Corruption of Electronic Data**

Electronic vandalism or corruption, erasure or alteration of "electronic data", including:

- (a) A virus, "malicious code" or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
- (b) Unauthorized viewing, copying or use of "electronic data" (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;
- (c) Errors or omissions in programming or processing "electronic data";
- (d) Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including "electronic data");
- (e) Manipulation of your computer system, including "electronic data", by an employee, volunteer worker or contractor, for the purpose of diverting or destroying "electronic data" or causing fraudulent or illegal transfer of any property;
- (f) Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;
- (g) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "electronic data" and the inability to access or properly manipulate the "electronic data";
- (h) Complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause; or
- (i) The inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

#### **(5) Earth Movement**

"Earth movement", including any loss, damage, cost or expense directly or indirectly caused by, resulting from, contributed to or aggravated by collapse, cracking, separating, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral or other movement, or other kinds of loss or damage to Covered Property that would not have occurred but for "earth movement", or that occurs during an "earth movement" event.

However, if direct physical loss or damage to Covered Property caused by fire or explosion ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

This Exclusion applies regardless of whether the "earth movement" is caused by weather, an act of nature or by an artificial, man-made or other cause.

This exclusion does not apply to Covered Property while in transit.

#### **(6) Water Occurrence (Including Flood)**

"Water occurrence", including any loss, damage, cost or expense directly or indirectly caused by, resulting from, contributed to or aggravated by the "water occurrence".

However, if direct physical loss or damage to Covered Property caused by a Covered Cause of Loss ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

This Exclusion applies regardless of whether the "water occurrence" is caused by weather, an act of nature or by an artificial, man-made or other cause.

This Exclusion does not apply to Covered Property while in transit.



**(7) Ordinance or Law**

(a) The enforcement of, or compliance with, any ordinance or law:

- (i) Regulating the construction, use or repair of property; or
- (ii) Requiring the tearing down or demolition of any property, including the cost of removing its debris.

(b) This Exclusion applies whether the loss, damage, cost or expense results from:

- (i) An ordinance or law that is enforced even if the property has not been damaged; or
- (ii) The increased costs incurred to comply with an ordinance or law while in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following physical loss or damage to that property.

**(8) Nesting or Infestation**

Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

However, if direct physical loss or damage to Covered Property caused by a Covered Cause of Loss ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(9) Pathogenic or Poisonous Biological or Chemical Materials**

The deliberate or intentional dispersal or application of any pathogenic or poisonous, biological or chemical materials.

However, if direct physical loss or damage to Covered Property caused by fire ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(10) Pollutants and Contaminants**

Discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants", unless such discharge, dispersal, seepage, migration, release or escape itself is caused by a Covered Cause of Loss.

However, if direct physical loss or damage to Covered Property caused by a Covered Cause of Loss ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

This Exclusion does not apply to:

- (a) Covered Property while in transit; or
- (b) The accidental or malicious application of chemicals to glass that is a part of a building, structure or showcase.

b. We will not pay for loss, damage, cost or expense caused by or resulting from:

**(1) Delay, Loss of Use or Loss of Market**

Delay, loss of use, loss of market or any other consequential loss or damage.

**(2) Wear and Tear**

Wear and tear, rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

However, if direct physical loss or damage to Covered Property from a Covered Cause of Loss ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(3) Fungus, Wet Rot, Dry Rot, Bacteria or Virus**

The presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot, bacteria or virus.

However, if "fungus", wet rot, dry rot, bacteria or virus ensues from a Covered Cause of Loss, we will pay for direct physical loss or damage to Covered Property caused by the ensuing "fungus", wet rot, dry rot, bacteria or virus if it is otherwise covered under the terms of this Policy.

**(4) Settling or Cracking**

Settling, cracking, shrinking, bulging or expansion of walls, ceilings, floors or any masonry or paved surface.

However, if direct physical loss or damage to Covered Property from a Covered Cause of Loss ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(5) Mechanical Breakdown**

Mechanical breakdown or failure of any kind, including the explosion of steam boilers, steam pipes, steam engines or steam turbines.

However, if direct physical loss or damage to Covered Property caused by fire or explosion ensues, we will pay for the loss or damage that ensues if it is otherwise covered under the terms of this Policy.

**(6) Missing Property**

Disappearance of property when there is no clear evidence to show what happened to it, including a shortage discovered upon taking inventory or auditing records.

**(7) Dishonest Acts**

Dishonest or criminal acts (including theft) by an "insured", any of an "insured's" partners, members, officers, managers, employees, temporary employees, leased workers, directors, trustees, authorized representatives or anyone else to whom the "insured" entrusts the property for any purpose, regardless of whether:

**(a)** The persons referred to above are acting alone or in collusion with others; or

**(b)** The act(s) are committed, or the loss or damage occurs, during the hours of employment.

This Exclusion does not apply to property entrusted to carriers for hire, or to any acts of destruction (excluding theft) by an "insured's" employees, temporary employees, leased workers or authorized representatives.

**(8) Faulty Workmanship, Materials or Design**

**(a)** Faulty workmanship, material(s), construction or installation from any cause; or

**(b)** Any fault, defect, error, deficiency or omission in any design, plans, or specifications.

However, if direct physical loss or damage to Covered Property from a Covered Cause of Loss ensues, we will pay for the loss or damage if it is otherwise covered under the terms of this Policy.

**(9) Testing**

"Hot testing" or "cold testing".

**c. Warranty Exclusion**

We will not pay for loss, damage, cost or expense that is recoverable under any written or implied guarantee or warranty made by any manufacturer or supplier.

However, this Exclusion applies only to the extent of your actual recovery under such guarantee or warranty.

**2. Exclusion Applicable to Direct Damage Coverage**

The following Exclusion applies to the coverages provided under **COVERAGE A – DIRECT DAMAGE COVERAGE**, including any Policy Extension or other coverage provided by endorsement to this Policy.

We will not pay for loss, damage, cost or expense caused by or resulting from "delay in completion" of the "insured project".

**3. Exclusion Applicable to Delay and Soft Costs Coverage**

The following Exclusion applies to coverages provided under **COVERAGE B - DELAY AND SOFT COSTS COVERAGE**, including any Policy Extension or other coverage provided by endorsement to this Policy.

We will not pay for any loss or expense associated with "delay in completion" caused by or resulting from or arising out of any of the following:

- a.** Compliance with or the enforcement of any law, ordinance, governmental directive or standard regulating removal, repair, construction or reconstruction of any property.
- b.** Changes made in the design, plans, specifications or other construction contract document for the "insured project" in order to affect the repair or replacement of any property.
- c.** Non-availability of funds.
- d.** Import, export or customs restrictions and/or regulations.

- e. The breach, suspension, lapse or cancellation of or the failure to obtain, maintain or extend any permit, lease, license, contract or purchase orders.
- f. The interference by strikers or other persons directly or indirectly with the completion of the “insured project”, including the transportation of property, the construction, rebuilding, repairing or replacing of any property or the occupancy or use of the premises where the “insured project” is located.
- g. The failure to restore any property to the condition prior to the loss or damage within a reasonable amount of time.
- h. Any disruption in the normal movement of Covered Property unless such Covered Property is damaged by a Covered Cause of Loss during transit.
- i. Loss or damage to any part of the “insured project” that, at the time of loss or damage, has been put to its intended use or has become operational.

**4. Exclusion Applicable to Outdoor Property and Landscaping Material**

The following Exclusion applies to Covered Property set forth in **COVERAGE A – DIRECT DAMAGE COVERAGE**, Paragraph 3.f. **Outdoor Property and Landscaping Materials**.

We will not pay for any loss, damage, cost or expense caused by or resulting from disease, freeze, drought, lack of moisture, hail or the weight of ice or snow.

**D. POLICY LIMITS OF INSURANCE**

The applicable Limits of Insurance will be stated in the Project Builder’s Risk Declarations.

**1. Policy Maximum Limit of Insurance**

The Policy Maximum Limit of Insurance is the most we will pay for all covered loss, damage, cost or expense under this Policy in any one “occurrence”, regardless of the number of insureds, coverages or Optional Policy Extensions available under this Policy, the amount of Covered Property damaged, or the number of Covered Causes of Loss that take place.

**2. Sublimits of Insurance**

Sublimits of Insurance may apply to a specific type of Covered Property or Covered Cause of Loss, or a specific coverage or Optional Policy Extension provided under this Policy. When a Sublimit of Insurance applies, it will be stated in the Project Builder’s Risk Declarations or on an endorsement to this Policy. All Sublimits of Insurance are subject to, and reduce the Policy Maximum Limit of Insurance.

**a. Per Occurrence Sublimits of Insurance**

When a Per Occurrence Sublimit of Insurance applies, the Sublimits of Insurance are:

- (1) The maximum amount we will pay in any one “occurrence” for all covered loss, damage, cost or expense arising out of the specific type of Covered Property or Covered Cause of Loss, or specific coverage or Optional Policy Extension.
- (2) The maximum number of days for which we will pay for all covered loss, damage, cost or expense for a specific coverage in any one “occurrence”.

All Sublimits of Insurance under this Policy are per “occurrence”, as described above, except as stated in subparagraph **2.b.(1). and (2)** below, or as stated in the Project Builder’s Risk Declarations or an endorsement to this Policy.

**b. Per Policy Term Sublimits of Insurance**

When a per “policy term” Sublimit of Insurance applies, the Sublimits of Insurance are the maximum amount we will pay in the “policy term” for all covered loss, damage, cost or expense under the Sublimit of Insurance, regardless of the number of “insureds” or “occurrences” that take place.

Per Policy Term Sublimits of Insurance apply when stated in the Project Builder’s Risk Declarations or on an endorsement to this Policy. Unless otherwise stated in the Project Builder’s Risk Declarations, Per Policy Term Sublimits of Insurance will apply to the following Direct Damage Optional Policy Extensions:

- (1) Subparagraph **b.(7)**, Earth Movement; and
- (2) Subparagraph **b.(8)**, Water Occurrence.

**c. Per Annual Term Sublimits of Insurance**

When a per annual term Sublimit of Insurance applies, the Sublimits of Insurance are the maximum amount we will pay in any one annual term for all covered loss, damage, cost or expense under the Sublimit of Insurance, regardless of the number of “insureds” or “occurrences” that take place.

Per Annual Term Sublimits of Insurance apply when stated in the Project Builder’s Risk Declarations or on an endorsement to this Policy.

Each Annual Term:

- (1) Begins with the inception or annual anniversary date of this policy; and
- (2) Ends at the next annual anniversary date or expiration of this policy.

**3. Escalation Provision**

- a. This Escalation Provision applies only when purchased by you and stated in the Project Builder’s Risk Declarations.

In the event that the “construction cost” of an “insured project” increases during the “policy term” as the result of increases in the market cost of labor or materials, or changes to construction specifications for the “insured project” (excluding changes related to or arising out of work that was incorrectly performed), the “insured project’s” Project Maximum Limit of Insurance shall be automatically increased in an amount equal to the increase in “construction cost”, subject to either:

- (1) The Escalation Percentage of the applicable Project Maximum Limit of Insurance that is stated in the Project Builder’s Risk Declarations; or
- (2) The Escalation Maximum Amount stated in the Project Builder’s Risk Declarations.

whichever is less.

- b. This Escalation Provision does not apply to any other Limit of Insurance or Sublimit of Insurance that applies to this Policy.

**E. POLICY DEDUCTIBLES AND WAITING PERIODS**

We will adjust any loss, damage, cost or expense in any one occurrence as a single loss. Application of a deductible will not reduce the applicable Limits of Insurance.

**1. Per “Occurrence” Deductible**

The Per “Occurrence” Deductible applies to all loss, damage, cost or expense arising out of a single “occurrence”, unless Paragraphs **E.2.** or **E.3.** below applies, or a different deductible is stated in the Project Builder’s Risk Declarations or specified on an endorsement to this Policy.

We will not pay for loss, damage, cost or expense in any one “occurrence” until the adjusted amount before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Project Builder’s Risk Declarations or applicable endorsement. We will then pay the amount of adjusted loss, damage, cost or expense in excess of the Deductible, up to the applicable Limit of Insurance. If multiple deductibles apply to loss or damage, we will apply only the largest applicable deductible unless otherwise specified.

**2. Named Storm Deductible**

If a Deductible is shown for Named Storm in the Project Builder’s Risk Declarations, that deductible applies to all loss, damage, cost or expense caused directly or indirectly by a Named Storm, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Each Named Storm shall be deemed a single “occurrence”.

If loss, damage, cost or expense from a covered weather condition other than a Named Storm occurs, and that loss, damage, cost or expense would not have occurred but for the Named Storm, such loss, damage, cost or expense shall be considered to be caused by the Named Storm and subject to the Named Storm Deductible.

Named Storm, as used in this section, means a storm system that has been declared to be a hurricane or tropical storm by the National Hurricane Center of the National Weather Service (hereafter referred to as “NHC”). A Named Storm shall be deemed to begin at the time a storm watch or warning is issued by the NHC, and end seventy-two (72) hours after the termination of the last storm watch or warning issued by the NHC, and include any geographic location within the designated area subject to the storm watch or warning.

### 3. **Water Damage Deductible**

If a Deductible is stated for Water Damage in the Project Builder's Risk Declarations, that deductible applies to any loss, damage, cost or expense under this Policy caused directly or indirectly by water damage.

Notwithstanding this Paragraph **E.3.**, if coverage under this Policy includes coverage for "water occurrence", a separate deductible as stated in the Project Builder's Risk Declarations shall apply to any loss, damage, cost or expense attributable in any way to "water occurrence".

### 4. **Optional Policy Extensions**

The deductibles set forth in Paragraphs **1.** through **3.** above apply to all Optional Policy Extensions and other coverages provided by endorsement, unless a different deductible is stated in the Project Builder's Risk Declarations or specified on such endorsement.

### 5. **Waiting Periods**

If a Waiting Period applies to a particular coverage or Optional Policy Extension under this Policy, we will not pay for loss, damage, cost or expense under that coverage or Optional Policy Extension until the number of hours or number of calendar days stated has expired. Any applicable Waiting Period will be stated in this Policy, in the Project Builder's Risk Declarations, or on an endorsement to this Policy.

## F. **POLICY CONDITIONS**

The following conditions apply to all coverages under this Policy, including all Insuring Agreements, Optional Policy Extensions and any other coverage provided by endorsement, and are in addition to the Common Policy Conditions (IL 00 17) unless otherwise stated below.

### 1. **Abandonment**

There can be no abandonment of any property to us.

### 2. **Appraisal**

If we and you disagree on the value of the Covered Property or the amount of other loss, damage, cost or expense, either may make written demand for an appraisal of the loss or damage. In this event, each party will select a competent and impartial appraiser within fifteen (15) days of the request for appraisal. The two appraisers will select an umpire within fifteen (15) days of being selected. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the Covered Property and amount of loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### 3. **Coverage Territory**

We insure the Covered Property only while it is located in the United States of America and Canada.

### 4. **Duties in the Event of Loss**

You must see that the following are done in the event of loss or damage to Covered Property or other loss, cost or expense claimed under this Policy:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the loss, damage, cost or expense. Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the loss, damage, cost or expense occurred.
- d. Take all reasonable steps to protect Covered Property from further damage, and keep a record of your expenses necessary to protect Covered Property, for consideration in the settlement of the claim. This will not increase the applicable Limit(s) of Insurance. However, we will not pay for any subsequent loss, damage, cost or expense resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- g. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- h. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- j. Cooperate with us in the investigation or settlement of the claim.

## **5. Insurance Under Two or More Coverages**

If two or more coverages or Optional Policy Extensions under this Policy apply to the same loss, damage, cost or expense, we will not pay more than the actual amount of the loss, damage, cost or expense. There shall be no double recovery under this Policy.

## **6. Other Insurance**

- a. You may have other insurance. If you do have other insurance, we will pay our share of the covered loss, damage, cost or expense. Subject to the exceptions set forth in b. below, our share is the proportion that the applicable Limit/Sublimit of Insurance under this Policy bears to the Limit/Sublimit of Insurance of all insurance covering the loss, damage, cost or expense.
- b. If there is other insurance, whether procured by you or others, as described below, we will pay under this Policy only for the amount of covered loss, damage, cost or expense in excess of the amount due from that other insurance, whether you can collect on it or not:
  - (1) The property covered under this Policy is also covered under another policy, in which such property is more specifically described; or
  - (2) The other insurance covers your responsibility for the property of others that you do not own.

## **7. Pair, Sets or Parts**

- a. In case of loss or damage to any part of a pair or set we may:
  - (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
  - (2) Pay the difference between the value of the pair or set before and after the loss or damage.
- b. **Part**  
In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

## **8. Recovered Property**

If either you or we recover any property after claim settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **9. Concealment, Misrepresentation or Fraud**

This Policy is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other "insured", at any time, concerning:

- a. This Policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Policy.



## 10. Control of Property

Except as provided in subparagraph (7) **Dishonest Acts** of **SECTION C. EXCLUSIONS**, Paragraph 1.b. **Dishonest Acts**, any act or neglect of any person other than an “insured” beyond the “insured’s” direction or control will not affect this insurance.

The breach of any condition of this Policy at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## 11. Legal Action Against Us

No one may bring a legal action against us under this Policy unless:

- a. There has been full compliance with all the terms of this Policy; and
- b. The action is brought within 2 years after you first knew or should have known of the loss, damage, cost or expense.

## 12. Increase in Hazard

If the circumstances in which this insurance was entered into shall be altered or if the risk shall be materially increased (other than as provided in **SECTION D. POLICY LIMITS OF INSURANCE**, Paragraph 3. **Escalation Provision**), you shall as soon as possible give us notice in writing. In the event there is a material increase in the risk, we reserve the right to change the terms or conditions of this Policy or cancel the Policy as permitted by law.

## 13. Liberalization

If we adopt a standard revision to the coverage forms used within this Policy that would broaden the coverage under this Policy, the broadened coverage will immediately apply to this policy when:

- a. The standard revision was adopted by us within forty-five (45) days prior to the inception date of this Policy, or during the “policy term”; and
- b. No additional premium is required to apply the standard revision.

## 14. Valuation of Covered Property

In the event of loss or damage to Covered Property, the value of such Covered Property will be determined as of the time of loss or damage.

### a. Covered Property Owned by You and Covered Property of Others - Replacement Cost

The value of Covered Property owned by you (and not addressed in subparagraph 14.a.(2) below) will be the replacement cost of that property.

(1) We will not pay more for loss on a Replacement Cost basis than the lesser of:

- (a) The Limit of Insurance applicable to the property sustaining loss;
- (b) The cost to replace such property with other property of comparable material and quality which is used for the same purpose; or
- (c) The amount you actually spend that is necessary to repair or replace Covered Property which sustains a Covered Cause of Loss.

Subparagraphs (b) and (c) above include your additional costs of labor, and if you are the “general contractor, your earned profit. As used herein, earned profit means a pro rata percentage of the profit the “general contractor” has planned for the construction of the “insured project” calculated as of the date of loss. This calculation will be made using documents prepared by the “general contractor” prior to the start of construction, and such documents will be made available to us upon our request. If a profit percentage is indicated in the “construction contract” between the “general contractor” and the “insured project” owner, the earned profit shall be based on that percentage.

(2) We will not pay on a Replacement Cost basis for any loss:

- (a) Until the Covered Property sustaining loss is actually repaired or replaced; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the loss.

### b. Covered Property in Transit – Invoice Price

The value of Covered Property in transit will be the invoice price of the property stated on the bill of lading or other similar documentation, including all charges included in the invoice and any prepaid or

advance freight charges. This valuation provision applies to all Covered Property in transit, regardless of the type of property or whether the property is owned by you or others.

**c. Outdoor Property and Landscaping Materials – Replacement Cost**

The value of Covered Property described in Paragraph **14.a.** above, **Covered Property Owned by You and Covered Property of Others – Replacement Cost**, also applies to Outdoor Property and Landscaping Materials. This valuation provision applies to all Outdoor Property and Landscaping Materials, regardless of whether the property is owned by you or others.

**d. Existing Building and Structures – Functional Replacement Cost**

When the Existing Buildings and Structures Optional Policy Extension applies, the value of all Covered Property thereunder will be the functional replacement cost of the property, as follows.

**(1)** When you contract, in writing, for repair or replacement of the loss or damage to property within one hundred-eighty (180) days of the loss or damage, we will not pay more for loss on a Functional Replacement Cost basis than the lesser of:

- (a)** The Limit of Insurance applicable to the Existing Buildings and Structures Optional Policy Extension stated in the Project Builder's Risk Declarations; or
- (b)** In the event of total loss, the cost to replace the damaged property on the same site with a property that is functionally equivalent to the damaged property; or
- (c)** In the event of partial loss, the lesser of:
  - (i)** The cost to repair or replace the damaged portion with the least costly material that provides a functionally equivalent use and style to that which existed before the loss occurred; or
  - (ii)** The amount you actually spend that is necessary to repair or replace the lost or damaged property with the least costly material if available that provides a functionally equivalent use and style to that which existed before the loss occurred, not including any amounts you spend to comply with ordinances or laws.

**(2)** When you do not contract, in writing, for repair or replacement of the loss or damage to property within one hundred-eighty (180) days of the loss or damage, we will not pay more for loss on a Functional Replacement Cost basis than the lesser of:

- (a)** The Limit of Insurance applicable to the Existing Buildings and Structures Optional Policy Extension stated in the Project Builder's Risk Declarations;
- (b)** The amount it would cost to repair or replace the damaged property on the same site, with the least costly material available that provides a functionally equivalent use and style to that which existed before the loss occurred, less allowance for physical deterioration, obsolescence and depreciation; or
- (c)** The Fair Market Value of the damaged property, exclusive of the land value, at the time of loss or damage. Fair Market Value as used in this subparagraph means the price expected if offered for sale in a fair market.

**e. Fine Arts**

We will not pay more for loss or damage to "fine arts" than the lesser of:

- (1)** The cost to repair or replace the "fine arts";
- (2)** The appraised value of the "fine arts" at the time of loss or damage, had no loss or damage occurred; or
- (3)** The agreed value, if any, on file with us.

**15. Earnings, Rental Income and Soft Cost Expense Determinations**

**a. Earnings and Rental Income Determinations**

The amount of "earnings" and "rental income" loss resulting from "delay in completion" will be determined by calculating the amount of "earnings" or "rental income" that would have been earned by you as a result of business operations at the "insured project" during the "period of restoration", had the "delay in completion" not occurred.

- (1)** If your business operations at the "insured project" have commenced, then the calculation of "earnings" and "rental income" that would have been earned by you shall be based on the amount of "earnings" or "rental income" you earned from such business operations on the date before the "delay in completion" commenced.

- (2) If your business operations at the "insured project" have not yet commenced, then the calculation of "earnings" and "rental income" that would have been earned by you shall be based on the amount of "earnings" or "rental income" you would have been reasonably likely to earn from your planned business operations at the "insured project", excluding any increase of "earnings" or "rental income" attributable to the Covered Cause of Loss that directly or indirectly led to the "delay in completion".
- (3) We may request from you and review any relevant source of information to determine the amount of "earnings" and "rental income" loss, which may include:
  - (a) Lease agreements;
  - (b) Financial records, such as profit and loss statements and income statements;
  - (c) Accounting policies and procedures;
  - (d) Bills, invoices and other vouchers;
  - (e) Deeds, liens or contracts;
  - (f) Tax records, filings, laws, rules and regulations; and
  - (g) Construction records and project progress reports.

**b. Soft Costs Expense Determination**

The amount of "soft costs" expense attributable to the "delay in completion" will be determined based on relevant sources of information, including:

- (1) Lease agreements;
- (2) Financial records, such as profit and loss statements and income statements;
- (3) Accounting policies and procedures;
- (4) Bills, invoices and other vouchers;
- (5) Deeds, liens or contracts; and
- (6) Construction records and project progress reports.

**c. Resumption of Insured Project**

You must resume the "insured project" as soon as reasonably possible after the "delay in completion" commences, in whole or in part, whether using damaged or undamaged property. If the "insured project" is not resumed as quickly as possible, or is not resumed at all, loss of "earnings" or "rental income", and "soft costs" expense payable shall be limited to an amount based on the length of time it should have taken to resume the "insured project" as quickly as reasonably possible.

**16. Premium Audit**

- a. At our discretion, we may audit your records and compute all premiums for this Policy for the "policy term" in accordance with our rules and rates. We may conduct audits during regular business hours during the "policy term" and within three (3) years after the "policy term" ends.
- b. If the final premium, subject to any applicable minimum premiums, is greater than the advance or deposit premium, we will bill you for the difference, and if less, will return the difference.
- c. If we are not provided with all requested information within the time required by us, we may estimate the auditable exposure and calculate the audit premium based on such exposure.

**17. Minimum Premium**

You must pay at least the minimum premium shown in the Project Builder's Risk Declarations. The minimum premium is fully earned when this Policy takes effect and shall be retained.

**18. Unintentional Errors or Omissions**

If there is an unintentional error or omission in describing the Covered Property or "insured project", or in establishing the Limit(s) of Insurance under this Policy, such error or omission will not void the coverage provided under this Policy if you report the error or omission to us as soon as it becomes known to you.

You must pay any additional premium due to correct the description of the Covered Property or "insured project", or increase the Limit of Insurance if a higher limit is acceptable to us.

**19. When Coverage Ends**

The insurance provided by this Policy will end automatically when one of the following first occurs:

- a. This Policy expires effective the date stated on the Project Builder's Risk Declarations or an endorsement to this Policy;
- b. This Policy is canceled;
- c. Final acceptance of the "insured project" by the owner;
- d. Your interest in the "insured project" ceases; or
- e. You abandon the "insured project" with no intention to complete it.

This Policy is issued for the specified term stated on the Project Builder's Risk Declarations or an endorsement to this Policy, subject to the conditions set forth in paragraphs a.-e. above, and is not eligible to be renewed for subsequent policy terms. This provision supersedes all other provisions of this Policy related to renewal or non-renewal of this Policy.

## **20. Permission to Occupy**

Provided that all planned fire protection and security systems are installed, activated and operational to and during such occupancy, the owner may occupy the "insured project" for the purpose originally intended without our written consent prior to completion of the "insured project"

## **21. No Benefit to Bailee**

No person or organization, other than you or another "insured", having custody of Covered Property or liability for Covered Property by stipulation in a bill of lading or other contract will benefit from this insurance.

## **22. Additional Insured**

The following are added as Additional Insureds under this Policy:

- a. All project owner(s), the "general contractor", and all contractors and subcontractors of every tier at the "insured project" location and any other individual or entity, but only to the extent and for the time period required by written "construction contracts" for the "insured project" executed prior to loss, damage, cost or expense, and then only as their respective interests may appear.
- b. Architects, engineers, manufacturers and suppliers, but only with respect to the services they provide at the "insured project" location prior to loss, damage, cost or expense.

## **23. Subrogation**

- a. We may require from you an assignment of all rights of recovery against any party for any loss, damage, cost or expense to the extent that we make payment. However, you have the right to waive subrogation, provided you enter into such waiver in writing prior to loss. You will do nothing after a loss to prejudice such rights of subrogation. Notwithstanding the foregoing, it is a condition of this Policy that we shall be subrogated to all of your rights of recovery against:
  - (1) Any architect or engineer, whether an Additional Insured under this Policy or not, for any loss, damage, cost or expense arising out of the performance of professional services in their capacity as such and caused by an error, omission, deficiency or act of the architect or engineer, or any person employed by them or any others for whose acts they are legally liable; and
  - (2) Any manufacturer or supplier of machinery, equipment or other property, whether an Additional Insured under this Policy or not, for the cost of making good any loss, damage, cost or expense regardless of any guarantee or warranty, whether express or implied.
- b. Any recovery by us as a result of subrogation proceedings, after expenses (including our legal fees) incurred in such subrogation proceedings are deducted, shall accrue to you in the proportion that the deductible amount and/or any provable uninsured loss, damage, cost or expense amount bears to the entire provable loss, damage, cost or expense amount.
- c. You will cooperate with us and, upon our request and expense, will:
  - (1) Attend hearings and trials.
  - (2) Assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting suits.

## **24. Loss Payee**

- a. For Covered Property in which both you and the Loss Payee stated in the Project Builder's Risk Declarations or by endorsement have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss jointly to you and the loss payee, as interests may appear.
- b. If we cancel this policy, we will give written notice to the loss payee at least:

- (1) Ten (10) days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

## 25. Mortgage Holders

- a. The term mortgage holder as used in this Paragraph includes trustees.
- b. Amounts payable for loss or damage to covered buildings or structures under this Policy shall be payable to each mortgage holder shown in the Project Builder's Risk Declarations in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar actions on property insured under this Policy.
- d. If we deny your claim because of your acts, or because you have failed to comply with the terms of this Policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
  - (1) Pays the premium due under this Policy at our request if you have failed to do so; and
  - (2) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in the risk known to the mortgage holder.

All of the other terms of this Policy will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts, or because you have failed to comply with the terms of this Policy:
  - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you must pay your remaining mortgage debt to us.

- f. If we cancel this Policy, we will give written notice to the mortgage holder at least:
  - (1) Ten (10) days before the effective date of the cancellation if we cancel for your nonpayment of premium; or
  - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- g. If we do not renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

## G. POLICY DEFINITIONS

- 1. "Building systems" means equipment, machinery, and manufacturing or structural systems, including HVAC instrumentation, electrical, mechanical or control systems incorporated into the "insured project".
- 2. "Cold testing" means testing of the following types:
  - a. Electrical Testing, which means testing of systems that are operated by electricity excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
  - b. Hydrostatic Testing, which means testing through the use of water or other fluids which are processed through the machinery or system being tested.
  - c. Mechanical Testing, which means testing of moving parts of equipment and components which are part of the covered property by operation of such equipment or components.
  - d. Pneumatic Testing, which means testing the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.
- 3. "Construction cost" means direct contractor costs for labor, material, equipment, services, overhead and profit, and any other direct construction costs, including but not limited to the gross amount paid in connection with construction operations or the construction project(s) to all contractors and

subcontractors of all tiers for labor or payroll, material, equipment, services, overhead and profit or any other direct construction cost.

Construction cost does not include compensation paid to an architect, engineer or other consultants; or the cost of land or rights-of-way; taxes or insurance costs and fees; or other costs identified in the construction project contract documents as the responsibility of the construction project's owner.

4. "Construction contract" means a written contract or agreement to perform construction operations or services at the "insured project".
5. "Delay in completion" means a necessary suspension of the "insured project". "Delay in completion" begins on the date the suspension commences and ends on the earlier of:
  - a. The date the "insured project" is resumed.
  - b. The date it was reasonably possible to resume the "insured project".
  - c. The date the "insured project" is completed or abandoned.
6. "Earnings" means net revenues from the actual or reasonably likely business operation of the "insured project", plus continuing charges and expenses.
7. "Earth movement" means:
  - a. "Earthquake".
  - b. "Earthquake sprinkler leakage".
  - c. Landslide, including any earth sinking, rising or shifting related to such event.
  - d. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.
  - e. Earth sinking (other than "sinkhole collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other part of buildings or structures. Soil conditions include contraction, expansion, freezing, thawing, erosion, improper compaction of soil and the action of water under the ground surface.
8. "Earthquake" means a shaking or trembling of the earth's crust, including tremors and aftershocks, resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement, including any related earth sinking, rising or shifting.
9. "Earthquake sprinkler leakage" means a leakage or discharge of any substance from an automatic fire extinguishing system caused by or resulting from an "earthquake".

Automatic fire extinguishing system means:

- a. Any automatic fire protective or extinguishing system, including connected:
    - (1) Sprinklers and discharge nozzles;
    - (2) Ducts, pipes, valves and fittings;
    - (3) Tanks, their component parts and supports; and
    - (4) Pumps and private fire protective mains.
  - b. Non-automatic fire protective systems, hydrants, standpipes and outlets, all when supplied from an automatic fire protective system.
10. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing software
  11. "Fine arts" means paintings, etchings, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, porcelains, and similar property of rarity, historical value, or artistic merit. "Fine arts" does not include any property set forth in **COVERAGE A - DIRECT DAMAGE COVERAGE, Paragraph A.4. Property Not Covered.**
  12. "Flood" means surface water, waves, tides, tidal waves, tsunamis, or overflow of any natural or man-made body of water from its boundaries, or their spray, all whether driven by wind or not.
  13. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
  14. "General contractor" means the contractor engaged by the owner of the "insured project" in a "construction contract" to perform services as a general contractor for the "insured project". The "general contractor" will be designated in the Project Builder's Risk Declarations.



15. "Green authority" means a recognized public or private organization or governmental agency that develops and maintains standards or guidelines for the design and construction of property using products, materials and processes that conserve energy or natural resources or otherwise reduce the impact on the environment.
16. "Hot testing" means testing of equipment or machinery through the introduction into a system of feedstock, raw materials, or fuel supply.
17. "Insured" means the first Named Insured shown in the Project Builder's Risk Declarations, and any person, organization or entity that qualifies as an Additional Insured under **SECTION F. POLICY CONDITIONS**, Paragraph **22. Additional Insured**.
18. "Insured project" means the construction, erection, fabrication or renovation described in the Project Builder's Risk Declarations.
19. "Liquidated damages" means specific, quantified damages designated in a "construction contract" that the "general contractor" must pay to the owner of the "insured project" as the result of the breach of a specific term of the contract.
20. "Malicious code" means any unauthorized code designed to cause corruption, erasure or alteration of "electronic data".
21. "Occurrence" means any one accident (including continuous or repeated exposure to substantially the same general harmful conditions), loss, disaster, casualty, or series of related accidents, losses, disasters, or casualties. All loss, damage, cost or expense attributable directly or indirectly to one cause or to one series of similar causes shall be deemed one "occurrence", even if the losses, damage, costs or expenses occur at different times. The "occurrence" must first commence during the "policy term".  
If covered under this Policy:
  - a. All "water occurrences" that take place during a continuous or protracted event will constitute a single "occurrence".
  - b. All "earth movement" that occurs within any 168-hour period will constitute a single "occurrence". The expiration of this Policy will not reduce the 168-hour period.
22. "Plans and drawings" means blueprints, site plans, drawings, renderings, specifications, or other contract documents or models for the "insured project".
23. "Pollutants and contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.
24. "Period of restoration" means the period of time between the anticipated date of completion for the "insured project" and the actual date upon which occupancy or commercial service at the "insured project" can commence, subject to the maximum number of calendar days stated in the Project Builder's Risk Declarations. The number of calendar days stated in the Project Builder's Risk Declarations applies on a per "occurrence" basis. The "period of restoration" shall not be limited by the end of the "policy term".
25. "Policy term" means the period of time that:
  - a. Begins with the inception date of this Policy; and
  - b. Ends as set forth in **SECTION F. POLICY CONDITIONS**, Paragraph **19. When Coverage Ends**.
26. "Rental income" means net income (net profit or loss before income taxes) from the actual or reasonably likely rentals and leases at the "insured project", plus continuing charges and expenses. "Rental income" includes the fair rental value of any portion of the "insured project" that is, or will be, occupied by you. "Rental income" does not include future calculations of stabilized rent.
27. "Sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.  
This cause of loss does not include:
  - a. The cost of filling sinkholes; or
  - b. Sinking or collapse of land into man-made underground cavities.
28. "Soft costs" means the following:
  - a. Interest expense on money you borrow to finance the "insured project";

- b.** Real estate and property taxes;
- c.** Insurance premiums for additional insurance;
- d.** Advertising and promotional expenses;
- e.** Commissions and fees resulting from the necessary renegotiation of a lease or leases;
- f.** Fees for licenses and permits;
- g.** Administrative fees; and
- h.** Design fees.

**29.** "Volcanic action" includes volcanic explosion or effusion.

**30.** "Water occurrence" means:

- a.** "Flood".
- b.** Mudslide or mudflow, directly or indirectly caused by flooding or the accumulation of water under the ground.
- c.** Release of water held by a dam, levee, or dike, or by a water or flood control device.
- d.** Water under the ground surface pressing on, or flowing or seeping through:
  - (1)** Foundations, walls, floors or paved surfaces;
  - (2)** Basements, whether paved or not; or
  - (3)** Doors, windows or other openings.
- e.** Waterborne material or other property carried or otherwise moved by any of the water or mudslide/mudflow referred to in subparagraphs **a.** through **d.** above.

Water or other material that backs up or overflows from any sewer, septic tank, sump or drain when the loss or damage is caused by or results from subparagraphs **a.** through **d.** above, regardless of the proximity of the back-up to such conditions.

## DEPARTMENT OF PUBLIC WORKS

MAUREEN MILLER BROSNAN  
MAYOR

DONALD R. ROHRAFF  
DIRECTOR OF PUBLIC WORKS

DOUGLAS L. MOORE  
ASSISTANT DIRECTOR OF PUBLIC WORKS

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## MAINTENANCE SERVICES

- Roads
- Parks
- Water
- Sewer
- Animal Control
- Forestry
- Equipment
- Storm Drains
- Traffic Signs
- Building Maintenance

**CITY OF LIVONIA, MICHIGAN****REQUEST FOR PROPOSALS FOR****SENIOR WELLNESS CENTER FACILITY AND RECREATION CENTER IMPROVEMENTS****CONSTRUCTION MANAGER AT RISK SERVICES**

The City of Livonia, Michigan is soliciting Proposals from qualified firms for the purpose of contracting for Construction Manager at Risk Services (a single construction manager/firm) to perform a full range of pre-construction, construction management, and post-construction services for the design team support, bid solicitation, development of the Guaranteed Maximum Price (GMP), construction and commissioning of the Senior Wellness Center Facility and Recreation Center Improvements located in Livonia, Michigan.

This solicitation, along with all attachments and addenda may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info). The authorized version of the RFP document shall be that document appearing on the MITN system with any addenda and updates.

Electronic proposals for the **Senior Wellness Center and Recreation Center Improvements** must be received by the City of Livonia by **2:00 P.M., local time, on Tuesday, January 23, 2024**, through the Michigan Inter-Governmental Trade Network (MITN) Purchasing Group site, [www.MITN.info](http://www.MITN.info). No physical bid submissions will be accepted, and late bids will not be considered. Proposals received via the MITN website by the specified due date and time will be publicly opened and reviewed. Proposers may attend virtually by using the following credentials:

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

**By Phone:** (312) 626-6799, Webinar ID: 822 9412 7641

No proposer may withdraw his proposal within one hundred twenty (120) calendar days after the date set for opening thereof. The right to accept any proposal, to reject any or all proposals and to waive irregularities in bidding is reserved by the City of Livonia. Portions of this Contract may be deleted due to unforeseen circumstances without compensation. Acceptance of any proposal does not constitute a binding agreement until a written Contract is signed by both parties.

**PRE-PROPOSAL MEETING: A Mandatory Pre-Proposal Meeting will be held on Tuesday, January 9, 2024 at 11:00 A.M. at the Livonia Community Recreation Center, 15100 Hubbard Rd, Livonia, MI 48154. Proposals will not be considered from firms who do not attend the mandatory pre-proposal meeting.**

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

Questions regarding the RFP shall be submitted in writing to the Purchasing Manager, DeAnne Bates at [dbates@livonia.gov](mailto:dbates@livonia.gov). No phone calls will be accepted. All questions or requests for clarification must be received before 3:00 PM on January 16, 2024. Questions received by the question deadline will be responded to in writing in the form of an addendum.

It is the City's intention to review Proposals and short list up to three (3) firms. The selected firms will be required to attend interviews and will be required to provide a detailed explanation of their cost proposal. Interviews will be scheduled for the morning of February 1, 2024. Firms should be prepared to make themselves available on this date. Failure to attend the interview may result in your firm not being considered.

Jacob Rushlow, PE  
Assistant Director of Public Works

Maureen Miller Brosnan  
Mayor

City of Livonia  
Wayne County, Michigan

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

## 1. **INTRODUCTION**

Through this RFP, the City hereby invites businesses who meet the qualifications set forth herein to submit responses for Construction Manager at Risk (CMR) Services (a single construction manager) to perform a full range of pre-construction, construction management and post-construction services for the design team support, bid solicitation, development of the Guaranteed Maximum Price (GMP), construction and commissioning of the Senior Wellness Center Facility and Recreation Center Improvements located in Livonia, Michigan.

The CMR contract will be divided in two phases: 1) Pre-Construction; and 2) Construction.

The City of Livonia desires to construct a new Senior Wellness Center built onto and integrated completely with the existing Recreation Center building (15100 Hubbard). The proposed Senior Center is planned to be 2-story approximately 31,500 sq. ft. Renovation area (Senior Center integration) 20,500 sft, Senior Center addition 11,000. Spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. A covered entryway with bus drop-off and parking spaces adjacent to the building are imperative for seniors with mobility challenges. Renovations to the existing Recreation Center include replacing a gymnastics room with one basketball court (two half-courts) approximately 11,500 sft; replacing two basketball courts and a fitness area with multi-purpose rooms, fitness areas and a storage room; and adding a stretching/cardio area and spinning room.

## 2. **RFP INSTRUCTIONS**

Each submittal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Respondents are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Livonia. 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. THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS. All questions must be submitted in writing to the Purchasing Manager indicated on the front of this document before the Pre-Proposal Question Deadline. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.

**2.1. PRE-PROPOSAL MEETING: A Mandatory Pre-Proposal Meeting will be held on Tuesday, January 9, 2024 at 11:00 A.M. at Livonia Community Recreation Center, 15100 Hubbard Rd, Livonia, MI 48154. Proposals will not be considered from firms who do not attend the mandatory pre-proposal meeting.** Staff will be available at this meeting to answer questions and provide clarification about this RFP. Questions submitted in a written format are encouraged and will be accepted at the meeting. **Attendance at the meeting is mandatory.**

**2.2. RFP MODIFICATIONS/ADDENDA:** 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 posted on MITN. It is the responsibility of the Respondent to obtain the available Addenda and 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.

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**2.3. PROPOSAL SUBMISSION:** To be considered, the indicated number of copies of the proposals must be prepared in the manner and detail specified in this RFP.

1. Electronic proposals for the must be received by the City of Livonia through the Michigan Inter-Governmental Trade Network (MITN) Purchasing Group site, [www.MITN.info](http://www.MITN.info), at which time the proposals will be publicly opened and reviewed. No physical bid submissions will be accepted, and late bids will not be considered.
2. A separate Fee Proposal Form is required and must be submitted, including all requested supplemental cost information. Pricing will not be available for inspection or review by any other party (except the City) in any fashion. At the time of bid opening the names of firms who have submitted proposals in response to the RFP will be read aloud. No further information will be provided at the bid opening.
3. 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.

### **3. BACKGROUND**

The new Senior Center is estimated to be approximately 31,000 square feet in area (renovation area (Senior Center integration) 20,000 sft, Senior Center addition 11,000). Spaces will include game room, yoga/fitness room, kitchen, dining room, multi-purpose rooms, library/computer room, card game room, and workshop/art classroom. A covered entryway with bus drop-off and parking spaces adjacent to the building are imperative for seniors with mobility challenges. Renovations to the existing Recreation Center include replacing a gymnastics room with one new building addition for a basketball court (two half-courts) approximately 12,500 sft; replacing two existing basketball courts and a fitness area with multi-purpose rooms, fitness areas and a storage room; and adding a stretching/cardio area and spinning room. Renovation areas approximately 34,000 sft.

Site requirements include paved parking for 150 vehicles to accommodate staff and patrons and storm water management. The property is zoned Public Land (PL).

A copy of the Program of Spaces (Attachment A) and Preliminary Site and Floor Plans (Attachment B), prepared by HRC, Inc., is included with this RFP. These documents are intended for information purposes only and may not represent compliance with zoning requirements.

The project budget for construction of the building and site, including general conditions, construction management fees, contractor's overhead, profit, FF&E is estimated at \$18,000,000. The project budget, including miscellaneous owner costs and professional fees has been established at \$21,500,000.

### **4. GENERAL**

The CMR will be responsible for the overall management of all aspects related to the construction of this facility until completion. The A/E Firm will be reporting to the CMR during the construction phase of the project and will be reporting to the City in prior phases. The CMR will be responsible for conducting the bid process. The A/E Firm or its subsidiaries or affiliates shall not be the same Firm as the CMR and the CMR shall not be the same Firm as the A/E Firm.

The City of Livonia has awarded a contract to Hubbell, Roth, and Clark, Inc. of Bloomfield Hills, Michigan to provide Architectural and Engineering Services for the project.

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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 new Senior Center throughout 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:

- 4.1. 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.
- 4.2. 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.
- 4.3. The City Building Department will coordinate inspections and permits for commercial buildings and will provide those services for the Senior Center. City permit fees will be waived.
- 4.4. The City Engineering Department will coordinate permits and inspections for underground city utilities and site improvements and provide those services. City permit fees will be waived.
- 4.5. The City will work closely with the project Architect, Engineers, and CMR, to ensure the project stays on track. This will be accomplished via regular project progress monitoring meetings to be held weekly or 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.

**5. GUARANTEED MAXIMUM PRICE PROCEDURE (GMP)**

The City will enter into negotiations with the highest ranked Respondent for services to complete the project as summarized in this RFP document. The requirements and schedule for the GMP development process are further described below. The Architect and CMR will work together during the preliminary design phases to develop plans and specifications that can be constructed within the construction budget. The GMP will be developed based on “in-progress” design documents (at approx. 75% of final design) available at the time the GMP is negotiated.

The CMR shall attend a Guaranteed Maximum Price development meeting with the City and the A/E firm to develop an understanding of the project. Project milestone dates, information regarding the sequencing or timing, and limitations to conduct the Work will be identified. The City will also provide the CMR with all other available and related information. The CMR shall make itself knowledgeable about the site conditions, including utilities, and obtain information regarding the physical conditions and aspects associated with the Work. The CMR will use all of this information as a basis to develop the GMP.



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**5.1.** Within ten (10) calendar days following the GMP development meeting, the CMR shall submit a PDF of the GMP proposal to the City for review. The GMP submittal shall include the following:

- A summary of the project scope, milestone dates (to include a completion date) and project budget amount;
- A list of all drawings and specification sections provided by the City/Architect/Engineer;
- A list of allowances and a statement supporting the basis of including any allowance;
- A list of all assumptions used to develop the GMP;
- The GMP amount and a breakdown of the elements that make up the GMP (cost of the work, allowances, and CMR's contingency).

**5.2.** Following receipt of the GMP proposal, the City will evaluate the submittal and schedule a meeting with the CMR and Architect/engineer to negotiate the final GMP.

## **6. DEFINITION OF THE PRELIMINARY SCOPE OF WORK**

The Construction Manager at Risk (CMR) will be responsible to perform a full range of pre-construction, construction management, and post-construction services for the design team support, bid solicitation, construction, and commissioning of the new Senior Wellness Center and Recreation Center Improvements project located in Livonia, Michigan including, but not limited to: collaboration with selected Architect/engineer, design reviews, value engineering & life cycle costing, cost/benefit analyses, constructability reviews, estimating, scheduling, and web-based template completion for construction-related credits, bid packaging, bidding, construction administration & oversight, project coordination with affected partners and impacted parties, construction and commissioning, clean-up, etc. The CMR's work will be performed in accordance with the General Terms and Conditions and Form of Agreement as specified with this RFP.

**6.1. Preconstruction Services:** Under this phase it is expected that the CMR will provide analysis, consultation, advice, and reasonable recommendations relating to the design, planning and administration of the project, including, but not limited to:

### **6.1.1. Design Phase**

- Visit site and become familiar with site conditions and factors influencing construction.
- Attend routine meetings to review construction plans and schedule.
- Use a web-based computerized project management system previously approved by the City during all phases of the project; the CMR will administer the project management system for the project duration.
- Develop preliminary budgets based on Schematic Design and Design Development.
- Prepare a Guaranteed Maximum Price at the 75% completion of Construction Documents.
- Make recommendations for design considerations based on constructability, timing, operation, budget, etc.
- Develop and update project scheduling and sequence.
- Coordinate early equipment procurement notifications, if received.
- Coordinate acquisition of necessary permits and approvals.
- Coordinate utility relocations and/or temporary services.
- Be responsible for all General Conditions.

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#### **6.1.2. Construction Bidding and Sub-Contractor Selection Phase**

- Prepare, advertise and issue bid packages.
- Conduct a pre-bid meeting, prepare and distribute minutes as necessary.
- Receive and provide responses to bidder inquiries during bid period.
- Prepare and distribute bid addenda.
- Attend bid opening.
- Perform reference checks of the apparent low bidders.
- Conduct interviews with Owner and low bidders to review work scope and performance.
- Sign contracts with subcontractors.
- Obtain insurance certificates.

#### **6.2. Construction Services: (Based on 12 months of construction)**

The City requires the CMR to hold and administer all construction subcontracts. The CMR will serve as the agent for the City and the sole point of authority during Construction. The CMR is to provide construction management services on an “at risk” basis. This includes all job supervision and general conditions, holding all subcontracts, providing bonds (i.e. Performance, Labor and Material Payment, and Maintenance and Guarantee bonds) in an amount equal to 100% of the total of all subcontract bids. Other general tasks include:

- Establish and maintain strict adherence to the project schedule.
- Obtain all insurances.
- Obtain all permits and coordinate inspections.
- Coordinate and conduct the preconstruction meeting.
- Review contractor submittals for conformance with the design drawings and specifications.
- Set up and maintain job trailers, temporary utilities, site security, dumpsters, sanitary facilities, etc.
- Provide full time job site supervision.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with the engineer and issue field memos and clarifications as required.
- Review all change order requests with the sub-contractors and provide recommendation to City staff for change order disposition.
- Coordinate construction layout services with engineer.
- Review construction sub-contractor applications for payment.
- Construction Manager is holding the sub-contracts and issuing the City one monthly invoice for payment.
- Coordinate construction scheduling, review and monitor project progress.
- Update progress schedule monthly and submit makeup schedule for any lost times.
- Coordinate biweekly progress meetings. Prepare agendas and minutes for progress meetings and distribute.
- Maintain daily inspection records by varying site conditions.
- Resolve conflicts caused by varying site conditions or discrepancies in contract documents.
- Coordinate inspections, materials testing, and special testing as required.

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- When ready, relocate equipment from existing station to new station.
- Be responsible for the demolition of the existing Station, once the new facility is operational.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.
- Assistance and coordination of equipment startup and training.

The A/E firm will be required to conduct all necessary field investigation and documentation of existing conditions required to successfully complete the construction of the project. The CMR will assist the A/E firm with field investigation and confirmation of existing conditions.

**6.3. The CMR will be expected to:**

- Assist the City and its contractors with the coordination of layouts, equipment and systems connections (data, phone, security).
- Assist the City and its contractors with scheduling delivery and installation for final system connections (data, phone, security) for the new Senior Center to be readied for full operation.
- Manage all aspects of the project and consult with the A/E firm for change recommendations throughout the construction period.
- Attend and assist the City and A/E firm at all construction meetings and conferences as required.
- Administer the City's Form of Agreement and all terms and conditions of the Services Agreement.
- Provide the following with assistance from A/E firm for (but not limited to):
  - a. Review and analyze laboratory test reports for materials and equipment as required.
  - b. Inspect work in progress, document quantities of work completed, and maintain field investigation reports including relevant information associated with the work.
  - c. Provide periodic progress reports (at agreed upon intervals) to the City as requested.
  - d. Review and coordinate shop drawings submitted by sub-contractors (to the A/E firm) to ensure compliance with the design drawings and specifications.
  - e. Review requests for information submittals, and any other documents related to construction and design by the CMR and subcontractors to ensure compliance with the design intent as required.
  - f. Quality acceptance testing requirements.
- Prepare bulletins and review sub-contractor submittal documents for City directed changes. Provide assistance to the City in the process of negotiating costs for City directed changes.
- Review sub-contractor change order requests and consult with the City on applicability to the project(s) based on the construction contract terms and conditions.
- Observe construction, document field progress, inspect differing site conditions, and observe change order work.
- Observe and document sub-contractor's participation in the construction.
- Make inspections at substantial completion and with the assistance of the A/E firm, prepare punch lists.
- Review operation and maintenance manuals, and with the A/E firm witness start-up of electrical and mechanical systems.
- With assistance from the A/E firm, prepare final design reports detailing any and all changes from final design inclusive of cost differences.

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- Ensure the A/E firm prepares final drawings to illustrate as-built conditions.
- Perform warranty inspections immediately prior to expiration of all applicable warranties.
- Prepare progress reports at agreed upon intervals.
- The CMR shall perform ongoing analysis of the performance of the constructed building for a period of no less than 12 months upon construction completion. The analysis must be in the form of a quarterly report and shall include, but not be limited to, an analysis of the performance of the facility and all of its systems versus the design criteria to ensure the facility properly performs to meet the minimum design criteria.
- Provide corrective action report if the facility does not perform as required to ensure compliance with the project requirements.
- Furnish in conjunction with the A/E firm three (3) copies of all documents, drawings, and any other finished products associated with the new Senior Center design.

**6.4. Project Management:** All services undertaken pursuant to this Agreement shall be managed by the City of Livonia Director of Public Works or his designee.

**6.5. Construction Management at Risk Fee:** Construction Manager at Risk Fee is a not-to-exceed fee, based on a \$18,000,000 construction cost, and includes all pre-construction services, construction services, and personnel costs identified in this RFP and in accordance with AIA Document A133-2019.

## 7. ANTICIPATED MILESTONE SCHEDULE

It is anticipated that the CMR will develop multiple bid packages for the construction of the new Senior Center and all related site work. The anticipated schedule for planning, engineering and related services required for this project is as follows: **5 months to complete final design and 12 months to complete construction.** A/E firm and CMR will coordinate efforts to complete and provide an initial milestone schedule to the City at the start of this project. The CMR shall ensure this milestone schedule is updated regularly.

The preliminary schedule for design development, construction documents, bidding, construction, and related services for this project is as follows:

- |                                                           |                             |
|-----------------------------------------------------------|-----------------------------|
| 1. Advertise and Negotiate CMR Contract                   | December 2023-February 2024 |
| 2. Issue Notice to Proceed to Successful Respondent (CMR) | March 2024                  |
| 3. Design and Construction Schedule                       |                             |
| a. Final Plans                                            | April 2024                  |
| b. Bid & Award Sub-Contracts                              | May 2024                    |
| c. Start Construction                                     | June 2024                   |
| d. Substantial Completion                                 | April 2025                  |
| 4. Move-In                                                | June 2025                   |
| 5. Project Final Completion                               | June 2025                   |

## 8. MINIMUM QUALIFICATION REQUIREMENTS

Respondents (specifically, the CMR firm that will be contractually bound under the contract with the City) who fail to meet these minimum requirements will be deemed nonresponsive and rejected without any further evaluation. Proposal responses shall demonstrate that firms meet or exceed the minimum qualifications specified in this section.

**8.1.** Respondent's employee, who will be assigned to the contract resulting from this RFP, must have a minimum of eight (8) years of experience serving in the role of head Construction Manager.

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- 8.2. Respondent's employee, who will be assigned as CMR must have provided similar Construction Manager Services on three (3) successful construction projects within the last five (5) years. The CMR must also have provided Construction Manager Services for a municipal, senior, assisted living, hospital, recreation, project of comparable size, scope and complexity over the last ten (10) years.
- 8.3. Respondent must provide evidence of a robust Quality Assurance/Quality Control program that has been in place for a minimum of five (5) years.
- 8.4. Respondent must have a proactive Safety Program in place.
- 8.5. Respondent's employee, that will be assigned to the contract resulting from this RFP, must have experience in providing pre-construction services to owners and have previously worked with architectural and/or engineering firms during the design process.
- 8.6. Respondent's employee, sub-contractor or partner assigned to this project has worked successfully under a Guaranteed Maximum Price (GMP) type contract.

## 9. **REQUIRED MATERIALS AND INFORMATION FOR PROPOSALS**

### 9.1. General

- Company Overview including: Name, address, and brief history of firm.
- A complete response to each of the Submittal Requirements in the next section, which are specific to the evaluation criteria.
- 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(s).

### 9.2. Construction Manager at Risk Experience and Qualifications

#### 9.2.1. Construction Management and GMP Development Experience

Provide information that illustrates the background and experience of the Respondent and other Team Members with Construction Management and CMR services and contracts. Also provide information on experience in development of Guaranteed Maximum Prices (GMP's) similar to that anticipated in this RFP. Include the following information in your Response information related to up to ten (10) most recent projects where a Team Member was involved as a Construction Manager at Risk. Projects listed in the Verification of Minimum Qualification Forms can be referenced for this item. Projects where a Guaranteed Maximum Price was negotiated are preferred. Include the project name, location, description, scope, size, cost, owner, owner point of contact information, start and end milestone dates, stakeholder involvement, and unique features and challenges resolved for each project. Differentiate between projects where the Team Member(s) performed Construction Management at Risk services versus, merely performing General Contractor services.

#### 9.2.2. Construction Management Experience and Qualifications of Key Personnel

Provide information that illustrates the pre-construction, construction management, and post construction experience of the key personnel, within the last eight (8) years that will be assigned to the project described in this RFP. Submit project information that describes the experience of Team Member(s) in completing the following:

- a. Design Reviews - Describe the phase(s) of design the Respondent was involved in and specific involvement in design reviews. Include explanations of the methodology and insight provided at various stages of design that increased quality or saved the owner time or money.
- b. Cost Estimate Development



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- i. Provide the detailed method(s) and processes that have been used to ensure that the construction cost estimates were accurate.
- ii. Provide descriptions of the projects the Respondent has worked on under a Guaranteed Maximum Price (GMP) contract. Include the start and end dates, GMP amount, time GMP was established, process for determining the GMP, owner's contact information including name, address and phone number, and a summary of the project.
- c. **Scheduling** - Describe the software and format that has been utilized for preparation of the detailed baseline schedules similar to those required by this project. Provide a detailed description of how the Respondent addressed delays in previous construction management service contracts.

### 9.2.3. References

Three references are required for each category below. Reference submissions must be marked by category (total of 6 references).

- a. Owner References: **Provide three (3) Owner references** where your firm has provided CMR services over the past five (5) years.
- b. Architecture References: **Provide three (3) Architecture/Engineering** references with whom firm has worked while engaged as CMR over the past five (5) years.

### 9.2.4. Other

Include any other information that illustrates the construction management experience and qualifications of the Respondent and other Team Members that the Respondent believes is important to successfully complete this project. Experience with senior center, assisted living, and recreation center projects is preferred.

## 9.3. Work Plan and Approach to new Senior Center Project

1. GMP Negotiation Plan – **Provide a detailed plan of actions** that will be used by the Respondent to successfully negotiate the GMP within the time period and constraints outlined in this RFP. Provide specific items that the Respondent will complete prior to and during the negotiation period that the Respondent believes are unique and will ensure successful completion of the project.
2. Competitive **Bidding/Solicitation Approach** for Construction work - Provide a draft Bidding/ Solicitation plan that illustrates the Respondent's processes and methods that will be implemented for this project to obtain quality competitive bids for the construction work.
3. **Construction Implementation Plan** - Provide a draft construction implementation plan that illustrates the Respondent's initial ideas and approach to phasing the construction of the project.
4. **Challenges, Issues, and Concerns** - Provide a prioritized list, description, and draft plan of action for each challenge, issue, and concern related to the construction of the new Senior Center that has been identified by the Respondent.
5. **Highest Priority** - Provide a narrative of the "single" item that the Respondent believes is most important to successfully construct the new Senior Center.
6. Administration of Construction Services Agreement – Explain the methods and processes that will be implemented to efficiently and successfully complete the CMR's responsibilities required by the City's General Terms and Conditions and solicitation document.
7. **Material Testing** – Provide a description of anticipated Quality Assurance / Quality Control material testing that will be performed by the CMR to meet requirements of the project.

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8. Applicable Regulations - Submit information that describes the Respondent's understanding of the requirements and regulations that will govern the project.
9. Other – Include any other information that illustrates the approach that will be taken by the Respondent and Team Members to successfully complete the project.

#### **9.4. Team resources, communication plan, and schedule**

1. **Responsibilities of Key Personnel** - Identify the tasks, assignments, responsibilities, etc. for each key personnel proposed and to be assigned to the project.
2. **Resource Allocation Plan** - Submit a spreadsheet for each phase of services that illustrates 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 percentage (%) of each person's time that is expected to be committed to the contract resulting from this RFP.
3. **Communication Method and Plan** – Provide illustrative chart(s) and/or flow diagrams that illustrate the communication processes and methods that will be implemented by the Respondent between the Team Members and the City and Architect/engineer to ensure successful communication throughout the duration of the contract resulting from this RFP. Describe the methods and communication processes that will be utilized by the team members.
4. **Schedule** - Submit a bar chart schedule that illustrates the Respondent's anticipated plan to complete development of the GMP, Preliminary Phase, Design Phase, Bidding Phase, and Construction Administration Phase. Identify all milestone dates and proposed construction bid packages on the bar chart.
5. 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.

#### **9.5. Quality Assurance/Quality Control and Safety Programs and Procedures**

1. **Describe, in detail, your firm's QA/QC and Safety programs**, how long it has been in place and how this program will improve the quality and safety of the final construction provided for this project.
2. Describe how you will approach construction safety including the elimination or reduction of risks and hazards; accident prevention; reduction of employee injuries; protection of the public; etc.
3. Describe how you/your firm will approach construction quality assurance/quality control including project coordination; design reviews; field conditions; required construction testing; construction inspections; minimizing change orders; etc.

#### **9.6. Exceptions**

Respondent shall clearly **identify any proposed deviations from the language in the Request for Proposal (RFP)**. Each exception must be clearly defined and referenced to the proper paragraph in this RFP or its Form of Agreement. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the respondent's Response, the city will assume complete conformance with this specification and the successful Respondent will be required to perform accordingly. Responses not meeting all requirements may be rejected. Responses taking exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental



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requirements) may not be considered. The City reserves the right to accept or to allow the Respondent to withdraw any or all exceptions.

## **10. EVALUATION OF FIRMS**

All firms will be required to meet minimum established criteria in order to be evaluated under technical factors. 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):

- Construction Manager at Risk experience and qualifications **(20 points)**
- Work plan and approach to the new Senior Center project **(20 points)**
- Team resources, communication plans, schedule, key personnel and team members and their experience in performing the duties as outlined in this RFP. **(15 points)**
- Quality Assurance/Quality control and Safety Programs and Procedures **(5 points)**
- A list of Clients and references for which similar services were provided, most specifically over the past 5 years. **(5 points)**
- Experience and history working on successful projects for the City of Livonia within the past 10 years **(10 points)**
- Interview **(25 points)**

Based on the evaluations and ratings of the proposals, a short list of firms (maximum of three) will be requested to attend an interview and will be required to provide a detailed overview of the cost proposal submitted. The City reserves the right to request additional clarification and information from the short-listed candidates 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 shortlisted 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.

Firms responding to this RFP shall disclose all existing client relationships which may impact the City's selection of a firm to represent it and/or any pending or existing litigation against the City. The City shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.

## **11. SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **11.1. Contract Award**

This contract is intended to be awarded as a whole to the responsive and responsible, highest evaluated proposing firm. The award of the resulting Construction Manager at Risk contract is contingent upon City Council approval.

### **11.2. Contract Term**

The contract shall be considered completed one year after the date at which the new Senior Center is fully operational, effective upon execution of contract. This contract may be extended and/or expanded for added project services if mutually agreed upon and approved in writing. After a final award and execution of the contract, the CMR must complete said Agreement.

The Standard Form of Agreement between Owner and Construction Manager as Constructor, AIA Document A133 – 2019 as modified and General Conditions of the

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Contract for Construction, AIA Document A201-2017 will be used as the basic contract for construction management services.

All terms and conditions included in the prime contract are incorporated in any subcontract.

In the event of a conflict between the terms and conditions of any subcontract and those of the prime contract, the terms and conditions of the prime contract shall prevail.

#### **11.3. Performance/Payment Bond**

A Performance Bond and a Payment Bond will be required for this project. A Performance Bond in an amount not less than 100% of the contract price in favor of the City conditioned upon the faithful performance of the contract and completion on or before the Final Completion Date. A Labor and Material Bond in favor of the City of Livonia in an amount not less than 100% of the contract price for the protection of sub-contractors, material suppliers and labor.

#### **11.4. Negotiation**

Following the interview process, the City will enter into negotiations with the **most qualified 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 and executed bonds. 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.

#### **11.5. Additional Investigations**

The City reserves the right to make additional investigations into a Respondent and may consider the past performance of the Respondent on other contracts with the City or other entities when making an award decision.

#### **11.6. Retainage**

In the Construction phase of this contract a 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the services.

#### **11.7. Key Personnel and Sub-contractors**

It is essential that the Respondent provides adequate experienced personnel, capable of and devoted to, the successful accomplishment of work to be performed under the contract. The Respondent must agree to assign key personnel or those individuals that the Respondent considers critical to successfully completing the projects outlined in this RFP.

The Respondent agrees that, once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without prior written notice to the City.

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If key personnel and sub-contractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Respondent shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

#### 11.8. Insurance Requirements

Contractor shall not commence work under this agreement until it has obtained the following required insurance. All coverage shall be with insurance carriers acceptable to the City. All insurance carriers shall be licensed and admitted to do business in the State of Michigan. The Contractor shall require each of its subcontractors, if any, to maintain the following required insurance. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the Contractor's indemnification of the City.

The Contractor and its sub-contractors, if any, shall procure and maintain during the life of the agreement the following coverage and produce valid certificates of insurance upon request by the City:

1. Workers' Compensation Insurance: CMR shall procure and maintain during the life of this Contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Employers liability insurance limit shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.
2. Commercial General and Umbrella Liability Insurance: CMR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a total limit of not less than \$5,000,000 each occurrence.
  - a. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
  - b. CGL insurance shall be written on ISO occurrence form [CG 00 01 12 07](#) (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.)
  - c. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work.
  - d. CGL insurance shall be evidenced by a completed "Proof of Insurance for the City of Livonia" form dated (03/15) or subsequent revised form that See attached Proof of Insurance Form for City of Livonia Projects (03/15)
  - e. The status of the City, as an insured under a CGL obtained in compliance with paragraph 1.1 of this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to the City.
  - f. Continuing Completed Operations Liability Insurance: CMR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of the contractor's completed operations, with a limit of not less than \$5,000,000 each occurrence

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for at least 3 years following substantial completion of the work. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

3. **Contractor's Pollution Liability (CPL):** CMR shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents that arise from the operations of the contractor described under the scope of services of this contract. CPL shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000. If CPL is written on a claims-made basis, the CMR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of not less than 3 years beginning from the time that work under the contract is completed.
4. **Motor Vehicle Liability:** CMR shall procure and maintain during the life of this Contract, Motor Vehicle Liability Insurance, and commercial umbrella insurance, if necessary, including Michigan No-Fault Coverages, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
5. **Professional Liability:**
  - a. CMR shall maintain in force for the duration of this Contract errors and omissions liability insurance appropriate to the CMR'S profession.
  - b. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CMR'S services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per claim.
  - c. Professional liability insurance may not exclude:
    - i. bodily injury;
    - ii. property damage;
    - iii. testing, monitoring, measuring operations, or laboratory analyses;
  - d. Professional liability insurance shall be written by an insurer acceptable to the CITY.
  - e. If professional liability insurance is written on a claims-made basis, the CMR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 3 years beginning from the time that work under the contract is completed.
6. **Additional Insured:** Commercial General Liability, CMR's Pollution Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be additional insured: The City of Livonia, all elected and appointed officials, all employees and volunteers, all boards, commissions and/authorities and board members, including employees and volunteers thereof. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CITY.

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7. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Continuing Completed Operations Liability Insurance, Contractor's Pollution Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation shall be sent to the City of Livonia.

#### **11.9. Liability & Indemnification Requirements**

The CMR agrees that it will not settle or resolve any claim or action against the CMR based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.

For the purpose of indemnity clauses in the agreement, "City" shall mean City of Livonia, its elected and appointed officials, employees and volunteers working on behalf of the City; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which the CMR may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

1. Indemnification, except Professional Liability: To the fullest extent permitted by law, the CMR expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages, based upon any negligent act, grossly negligent act or omission, or willful or wanton misconduct, by the CMR or anyone acting on the CMR's behalf, in connection with, or incidental to, the contract or the work to be performed, except that the CMR shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's gross negligence.
2. Indemnification, Professional Liability: The CMR expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the CMR or anyone acting on the CMR's behalf, in connection with, or incidental to, the contract or work to be performed, except that the CMR shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.

To the extent of the CMR's actual degree of fault, the CMR's obligation to indemnify and hold the City harmless shall include:

- a. The obligation to defend the City from any such suit, action or proceeding, and;
- b. The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited

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to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the CMR's actual fault.



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## PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

### 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.

### PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Contract, it will submit to the City any required type of guarantee (i.e. irrevocable letter of credit or cash deposit or Labor and Material and Performance Bond(s)).

### 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:**

City of Livonia  
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**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

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### 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.

#### Construction Manager at Risk Not to Exceed Fee

The Fee Proposal shall be divided in two phases:

**PRE-CONSTRUCTION PHASE SERVICES:** to provide complete pre-construction services 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. Also include an estimate of reimbursable expenses with a breakdown of each.

During this phase the CMR will provide estimates, review plans, drawings, specs and bid documents at the frequency as described in the RFP to ensure they are within the construction budget, and ready for bid; review bid submittals and make recommendations and secure under contract sub-contractors to perform all required work. It is intended the CMR holds the contracts of all sub-contractors.

Pre-Construction Phase: NOT TO EXCEED FEE OF \$\_\_\_\_\_

**CONSTRUCTION PHASE SERVICES:** Detail personnel costs, man hours, and hourly rates.

Construction Phase: NOT TO EXCEED FEE \$\_\_\_\_\_ for Construction Manager's overhead and profit.

Fee for project additions that might exceed the estimated construction cost of \$18,000,000, as a percentage of the change amount: \_\_\_\_\_ %

Cost of General Conditions: Identify your general conditions estimate based on the identified General Conditions, your review of project scope, and your proposed project schedule. Cleanup costs, reimbursable expenses and allowances, site construction office and all associated costs, cost of bonds and insurance, etc. should all be included and clearly identified.

GENERAL CONDITIONS: NOT TO EXCEED PRICE OF \$\_\_\_\_\_

#### PRICING MUST BE SUBMITTED SEPARATELY

Respondent's Name: \_\_\_\_\_

#### REFERENCES

City of Livonia  
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Three references are required for each category below. Reference submissions must be marked by category (total of 6 references).

- A. Owner References: Provide three (3) Owner references where your firm has provided CMR services over the past five (5) years.
- B. Architecture References: Provide three (3) Architecture/Engineering references with whom firm has worked while engaged as CMR over the past five (5) years.

COMPANY NAME: \_\_\_\_\_

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

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REFERENCES – CONTINUED

COMPANY NAME: \_\_\_\_\_

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

|                                   |               |
|-----------------------------------|---------------|
| <b>Reference Company Name:</b>    |               |
| <b>City/State:</b>                |               |
| <b>Summary of Work Performed:</b> |               |
| <b>Dates of Service:</b>          |               |
| <b>Company Contact Person:</b>    | <b>Title:</b> |
| <b>Phone Number:</b>              | <b>Email:</b> |

City of Livonia

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(Attach additional copies of this page if necessary)

COMPANY NAME:

[illegible]



December 19, 2023

(Attach additional copies of this page if necessary)

COMPANY NAME: \_\_\_\_\_

[illegible]

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## PROPOSAL RESPONSE CHECKLIST:

*In order to be considered responsive please ensure that your proposal response includes the following information:*

- One pdf proposal response uploaded to MITN.
- One pdf price proposal under separate cover uploaded to MITN.
- Company Overview
- Proposal Form (2 pages)
- Work Plan and Approach
- Exceptions
- Current Projects List
- References
- For each key CMR Key Personnel provide the following: Name, title, project role, years of experience, projects currently assigned, and summary of qualifications
- Quality Assurance/Quality Control and Safety Programs and Procedures
- Organizational Chart
- Construction Manager at Risk Experience and Qualifications
- Any other supplemental Information that illustrates the construction management experience and qualifications of the Respondent and other Team Members that the Respondent believes is important to successfully complete this project.

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### Tentative Bidding Timeline

| <b>Activity</b>            | <b>Date</b> |
|----------------------------|-------------|
| RFP Posted to MITN         | 12/19/2023  |
| Pre-Proposal Meeting       | 01/09/2024  |
| Question Deadline          | 01/16/2024  |
| Proposals Due              | 01/23/2024  |
| Interviews with Short List | 02/01/2024* |
| City Council Award         | 03/11/2024  |

\*Representatives from firms who are shortlisted must be available for interviews on 02/01/2024. Representatives in attendance shall include key personnel to be assigned to the project.

Attachment A  
Senior Wellness Center Addition  
and Recreation Center Improvements  
Program of Spaces

Senior Center

Building Program

Livonia - 20211141

| Space                                                  | Description                                           | Space Needs |      |           | Gross<br>Sq. Ft. | Comments / *Adjacencies                  |
|--------------------------------------------------------|-------------------------------------------------------|-------------|------|-----------|------------------|------------------------------------------|
|                                                        |                                                       | Qty         | Size | Reference |                  |                                          |
| Senior Center - Addition Area, 1st Floor               |                                                       |             |      |           |                  |                                          |
| Vestibule/Entry                                        | Vestibule                                             |             |      |           | 249              | Need Large Covered Drop Off Area Outside |
|                                                        | Open Seating Areas (w/ Couches,<br>Chairs and Tables) |             |      |           | 1,056            |                                          |
|                                                        | Coffee Station                                        |             |      |           | 75               |                                          |
|                                                        | Subtotal:                                             |             |      |           | 1,380            | Existing Bldg Lobby is 1260 SF           |
| Check In Area                                          | Greeting Desk & Check In                              |             |      |           | 162              | (2) Workstations                         |
|                                                        | Medical Supply Storage Room                           |             |      |           | 265              |                                          |
|                                                        | Subtotal:                                             |             |      |           | 427              |                                          |
| Offices                                                | Open Offices                                          |             |      |           | 756              | (4) Workstations                         |
|                                                        | Meeting Room                                          |             |      |           | 145              | Could be Private Office                  |
|                                                        | Common Area Meeting Room                              |             |      |           | 219              |                                          |
|                                                        | Kitchenette Area                                      |             |      |           | 33               |                                          |
|                                                        | Storage                                               |             |      |           | 98               |                                          |
|                                                        | Restroom                                              |             |      |           | 77               |                                          |
|                                                        | Subtotal:                                             |             |      |           | 1,328            |                                          |
| Library/ Computer                                      | Media Center                                          |             |      |           | 707              |                                          |
|                                                        | Computers                                             |             |      |           | 102              |                                          |
|                                                        | Storage                                               |             |      |           | 75               |                                          |
|                                                        | Subtotal:                                             |             |      |           | 884              | Existing is 461 SF                       |
| Circulation                                            | Corridors                                             |             |      |           | 1,363            |                                          |
|                                                        | Stair #1                                              |             |      |           | 275              |                                          |
|                                                        | Elevators                                             |             |      |           | 333              |                                          |
|                                                        | Single Occupant ADA Restroom                          |             |      |           | 78               |                                          |
|                                                        | Subtotal:                                             |             |      |           | 2,049            |                                          |
| Mechanical Room                                        |                                                       |             |      |           | 321              | Assumes HVAC equipment on roof           |
|                                                        |                                                       |             |      |           |                  |                                          |
|                                                        | Subtotal:                                             |             |      |           | 321              |                                          |
| Subtotal Area - Senior Center Addition Area, 1st Floor |                                                       |             |      |           | 6,389            |                                          |

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Senior Center

Building Program

Livonia - 20211141

| Space                                                    | Description      | Space Needs |      |           | Gross Sq. Ft. | Comments / *Adjacencies                                                                                     |
|----------------------------------------------------------|------------------|-------------|------|-----------|---------------|-------------------------------------------------------------------------------------------------------------|
|                                                          |                  | Qty         | Size | Reference |               |                                                                                                             |
| Senior Center - Renovation Area, 1st Floor               |                  |             |      |           |               |                                                                                                             |
| Dining                                                   |                  |             |      |           |               | *Next to Kitchen; Allow for Alternate space for Table Tennis, Bingo, lite Fitness classes, Card Games, etc. |
|                                                          | Open Seating     |             |      |           | 4,766         |                                                                                                             |
|                                                          | Storage Closets  |             |      |           | 207           |                                                                                                             |
|                                                          | Storage Room     |             |      |           | 281           |                                                                                                             |
|                                                          | Subtotal:        |             |      |           | 5,254         | Existing is 3650 SF                                                                                         |
| Kitchen                                                  | Kitchen          |             |      |           | 928           | *Next to Dining                                                                                             |
|                                                          | Cooler           |             |      |           | 110           |                                                                                                             |
|                                                          | Freezer          |             |      |           | 104           |                                                                                                             |
|                                                          | Storage          |             |      |           | 338           |                                                                                                             |
|                                                          | Subtotal:        |             |      |           | 1,480         | Existing is 536 SF                                                                                          |
| Restrooms                                                | Men's Toilet     |             |      |           | 286           |                                                                                                             |
|                                                          | Women's Toilet   |             |      |           | 288           |                                                                                                             |
|                                                          | Janitor's Closet |             |      |           | 74            |                                                                                                             |
|                                                          | Subtotal:        |             |      |           | 648           |                                                                                                             |
| Café                                                     | Casework/counter |             |      |           | 165           | *Near Kitchen for better functionality                                                                      |
|                                                          | Subtotal:        |             |      |           | 165           |                                                                                                             |
| Rec Center Rooms                                         | Storage #1       |             |      |           | 296           |                                                                                                             |
|                                                          | Storage #2       |             |      |           | 244           |                                                                                                             |
|                                                          | Meeting Room     |             |      |           | 780           |                                                                                                             |
|                                                          | Storage #3       |             |      |           | 122           |                                                                                                             |
|                                                          | Electrical Room  |             |      |           | 72            |                                                                                                             |
|                                                          | Subtotal:        |             |      |           | 1,514         |                                                                                                             |
| Circulation                                              | Corridors        |             |      |           | 1,124         |                                                                                                             |
|                                                          | Stair #2         |             |      |           | 284           |                                                                                                             |
|                                                          | Subtotal:        |             |      |           | 1,408         |                                                                                                             |
| Subtotal Area - Senior Center Renovation Area, 1st Floor |                  |             |      |           | 10,469        |                                                                                                             |

12/14/2023

| Space                                                  | Description                  | Space Needs |      |           | Gross Sq. Ft. | Comments / *Adjacencies                  |
|--------------------------------------------------------|------------------------------|-------------|------|-----------|---------------|------------------------------------------|
|                                                        |                              | Qty         | Size | Reference |               |                                          |
| Senior Center - Addition Area, 2nd Floor               |                              |             |      |           |               |                                          |
| Cards Room                                             | Open Seating                 |             |      |           | 1,645         | Including Kitchenette                    |
|                                                        | Storage                      |             |      |           | 82            |                                          |
|                                                        |                              |             |      |           |               |                                          |
|                                                        |                              |             |      |           |               |                                          |
|                                                        | Subtotal:                    |             |      |           | 1,727         | Existing Card Room is 3032 SF            |
| Workshop/ Art Studio                                   | Workshop Area                |             |      |           | 947           |                                          |
|                                                        | Storage                      |             |      |           | 107           |                                          |
|                                                        |                              |             |      |           |               |                                          |
|                                                        | Subtotal:                    |             |      |           | 1,054         |                                          |
| Pool Room                                              | Pool Tables & Seating        |             |      |           | 621           | Including Kitchenette                    |
|                                                        |                              |             |      |           |               |                                          |
|                                                        | Subtotal:                    |             |      |           | 621           | Existing Pool Room is 684 SF             |
| Circulation                                            | Corridors                    |             |      |           | 523           |                                          |
|                                                        | Stair #1                     |             |      |           | 275           |                                          |
|                                                        | Elevators                    |             |      |           | 200           |                                          |
|                                                        | Single Occupant ADA Restroom |             |      |           | 101           |                                          |
|                                                        | Plumbing/HVAC Chases         |             |      |           | 63            |                                          |
|                                                        | Subtotal:                    |             |      |           | 1,162         |                                          |
| Subtotal Area - Senior Center Addition Area, 2nd Floor |                              |             |      |           | 4,564         | Open to below above Vestibule/Entry Area |



| Space                                                    | Description          | Space Needs |      |           | Gross Sq. Ft. | Comments / *Adjacencies                                                                                    |
|----------------------------------------------------------|----------------------|-------------|------|-----------|---------------|------------------------------------------------------------------------------------------------------------|
|                                                          |                      | Qty         | Size | Reference |               |                                                                                                            |
| Senior Center - Renovation Area, 2nd Floor               |                      |             |      |           |               |                                                                                                            |
| Yoga/ Fitness                                            | Open Spaces          |             |      |           | 3,914         | Subdividable into (3) Rooms                                                                                |
|                                                          | Storage              |             |      |           | 214           |                                                                                                            |
|                                                          | Subtotal:            |             |      |           | 4,128         |                                                                                                            |
| Multipurpose                                             | Open Spaces          |             |      |           | 2,863         | Subdividable into (3) Rooms; For Meetings, Classes, Presentations, etc.; Including Kitchenettes            |
|                                                          | Storage              |             |      |           | 142           |                                                                                                            |
|                                                          |                      |             |      |           |               | Existing Activity Room is 1740 SF<br>Existing Conference Room is 290 SF<br>Existing Total Space is 2030 SF |
|                                                          | Subtotal:            |             |      |           | 3,005         |                                                                                                            |
| Restrooms                                                | Men's Toilet         |             |      |           | 278           |                                                                                                            |
|                                                          | Women's Toilet       |             |      |           | 280           |                                                                                                            |
|                                                          | Janitor's Closet     |             |      |           | 64            |                                                                                                            |
|                                                          | Subtotal:            |             |      |           | 622           |                                                                                                            |
| Circulation                                              | Corridors            |             |      |           | 1,347         |                                                                                                            |
|                                                          | Stair #2             |             |      |           | 284           |                                                                                                            |
|                                                          | Plumbing/HVAC Chases |             |      |           | 62            |                                                                                                            |
|                                                          | Subtotal:            |             |      |           | 1,693         |                                                                                                            |
| Subtotal Area - Senior Center Renovation Area, 2nd Floor |                      |             |      |           | 9,448         |                                                                                                            |
|                                                          |                      |             |      |           |               |                                                                                                            |
| Total Senior Center Affected Area                        |                      |             |      |           | 30,870        | Existing Building is 20,780 SF                                                                             |

Recreation Center

Building Program

Livonia - 20211141

| Space                                                        | Description                     | Space Needs |      |           | Gross Sq. Ft. | Comments / *Adjacencies                                                               |
|--------------------------------------------------------------|---------------------------------|-------------|------|-----------|---------------|---------------------------------------------------------------------------------------|
|                                                              |                                 | Qty         | Size | Reference |               |                                                                                       |
| Recreation Center - Addition Area, 1st Floor                 |                                 |             |      |           |               |                                                                                       |
| New Gym                                                      | Gym Area                        |             |      |           | 10,992        | Includes Storage                                                                      |
|                                                              | Vestibule & Corridor            |             |      |           | 585           |                                                                                       |
|                                                              | New Outdoor Generator Enclosure |             |      |           | 875           |                                                                                       |
|                                                              | Subtotal:                       |             |      |           | 12,452        |                                                                                       |
| Subtotal Area - Recreation Center Addition Area, 1st Floor   |                                 |             |      |           | 12,452        |                                                                                       |
| Recreation Center - Renovation Area, 1st Floor               |                                 |             |      |           |               |                                                                                       |
| Fitness Area                                                 | Open Cardio Area                |             |      |           | 5,350         |                                                                                       |
|                                                              | Multipurpose                    |             |      |           | 2,500         |                                                                                       |
|                                                              | Fitness Room                    |             |      |           | 2,000         |                                                                                       |
|                                                              | Personal Training               |             |      |           | 275           |                                                                                       |
|                                                              | Intense Training                |             |      |           | 4,000         |                                                                                       |
|                                                              | Storage                         |             |      |           | 1,400         |                                                                                       |
|                                                              | Storage                         |             |      |           | 136           |                                                                                       |
|                                                              | Subtotal:                       |             |      |           | 15,661        |                                                                                       |
| Restrooms                                                    | Exterior Restrooms              |             |      |           | 400           | Currently accessed from exterior - possibly redo for interior Rec Center use          |
|                                                              | Single Occupant ADA Restrooms   |             |      |           | TBD           | Sprinkle throughout in underutilized areas to incread plumbing count by 6+/- fixtures |
|                                                              | Subtotal:                       |             |      |           | 400           |                                                                                       |
| Other Improvements                                           | Teen Gaming Area                |             |      |           | 580           | at Old Vending Machine Alcove                                                         |
|                                                              | Kid's Tree Fort Area            |             |      |           | 1,304         | Repurpose for other uses                                                              |
|                                                              | Climbing Wall Area              |             |      |           | 1,613         | Possibly allocate half this area for new Kid's Climbing feature to replace Tree Fort  |
|                                                              | Childcare                       |             |      |           | 1,078         | Possibly repurpose for other uses                                                     |
|                                                              | Senior Lounge                   |             |      |           | 1,160         | Repurpose for other uses                                                              |
|                                                              | Mercy Health Suite              |             |      |           | 695           | Possibly repurpose for other uses                                                     |
|                                                              | Seniors Outdoor Space           |             |      |           | 1,130         | Repurpose for other uses                                                              |
|                                                              | Front Desk Area                 |             |      |           | 1,000         | Rearrange space for better flow                                                       |
|                                                              | Transportation Offices          |             |      |           | 400           | Includes 1 office, 3 cubicles, kitchenette and small storage closet                   |
|                                                              | Subtotal:                       |             |      |           | 8,960         |                                                                                       |
| Subtotal Area - Recreation Center Renovation Area, 1st Floor |                                 |             |      |           | 25,021        |                                                                                       |

12/14/2023

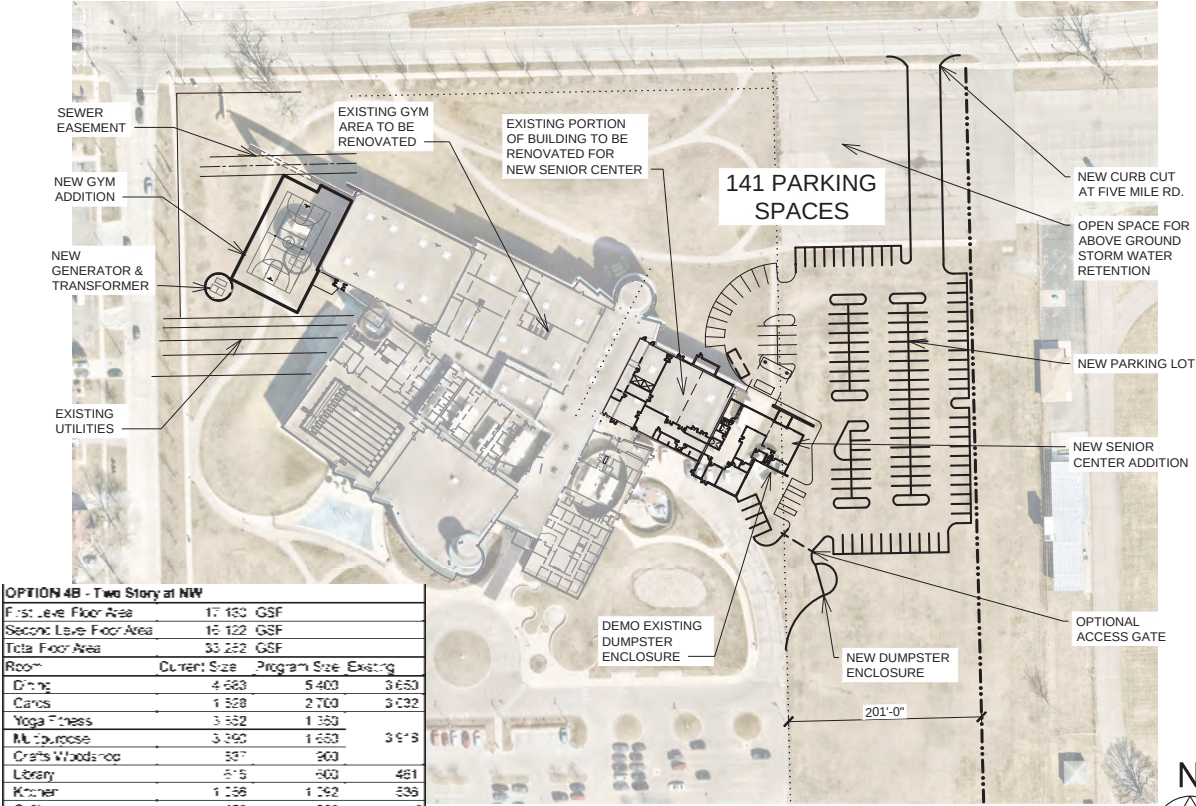
Recreation Center

Building Program

Livonia - 20211141

| Space                                                        | Description             | Space Needs |      |           | Gross Sq. Ft. | Comments / *Adjacencies |
|--------------------------------------------------------------|-------------------------|-------------|------|-----------|---------------|-------------------------|
|                                                              |                         | Qty         | Size | Reference |               |                         |
| Recreation Center - Renovation Area, 2nd Floor               |                         |             |      |           |               |                         |
| Fitness Area Improvements                                    | Open Cardio/ Stretching |             |      |           | 7,550         |                         |
|                                                              | Spin Classroom          |             |      |           | 950           |                         |
|                                                              | Equipment Corridor      |             |      |           | 360           |                         |
|                                                              | Subtotal:               |             |      |           | 8,860         |                         |
| Subtotal Area - Recreation Center Renovation Area, 2nd Floor |                         |             |      |           | 8,860         |                         |
|                                                              |                         |             |      |           |               |                         |
| Total Recreation Center Affected Area                        |                         |             |      |           | 46,333        |                         |

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| OPTION 4B - Two Story at NW |              |              |          |  |
|-----------------------------|--------------|--------------|----------|--|
| First Level Floor Area      | 17,133       | GSF          |          |  |
| Second Level Floor Area     | 15,122       | GSF          |          |  |
| Total Floor Area            | 32,252       | GSF          |          |  |
| Room                        | Current Size | Program Size | Existing |  |
| Dining                      | 4,683        | 5,400        | 3,650    |  |
| Cards                       | 1,328        | 2,700        | 3,032    |  |
| Yoga/Fitness                | 3,352        | 1,350        |          |  |
| Multipurpose                | 3,290        | 1,650        | 3,513    |  |
| Crafts Woodshop             | 337          | 200          |          |  |
| Library                     | 615          | 600          | 481      |  |
| Kitchen                     | 1,156        | 1,252        | 536      |  |
| Cafe                        | 466          | 350          | 0        |  |
| Transit Office              | C            | C            | 370      |  |
| Elevator Stairs             | 1,250        | C            | N/A      |  |

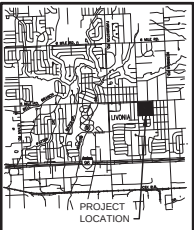
OPTION 4B SITE PLAN  
SCALE: 1" = 100'



**HRC**  
HUBBELL, ROTH & CLARK, INC.  
CONSULTING ENGINEERS SINCE 1918

555 HULET DRIVE  
BLOOMFIELD HILLS, MICH. 48303-0824

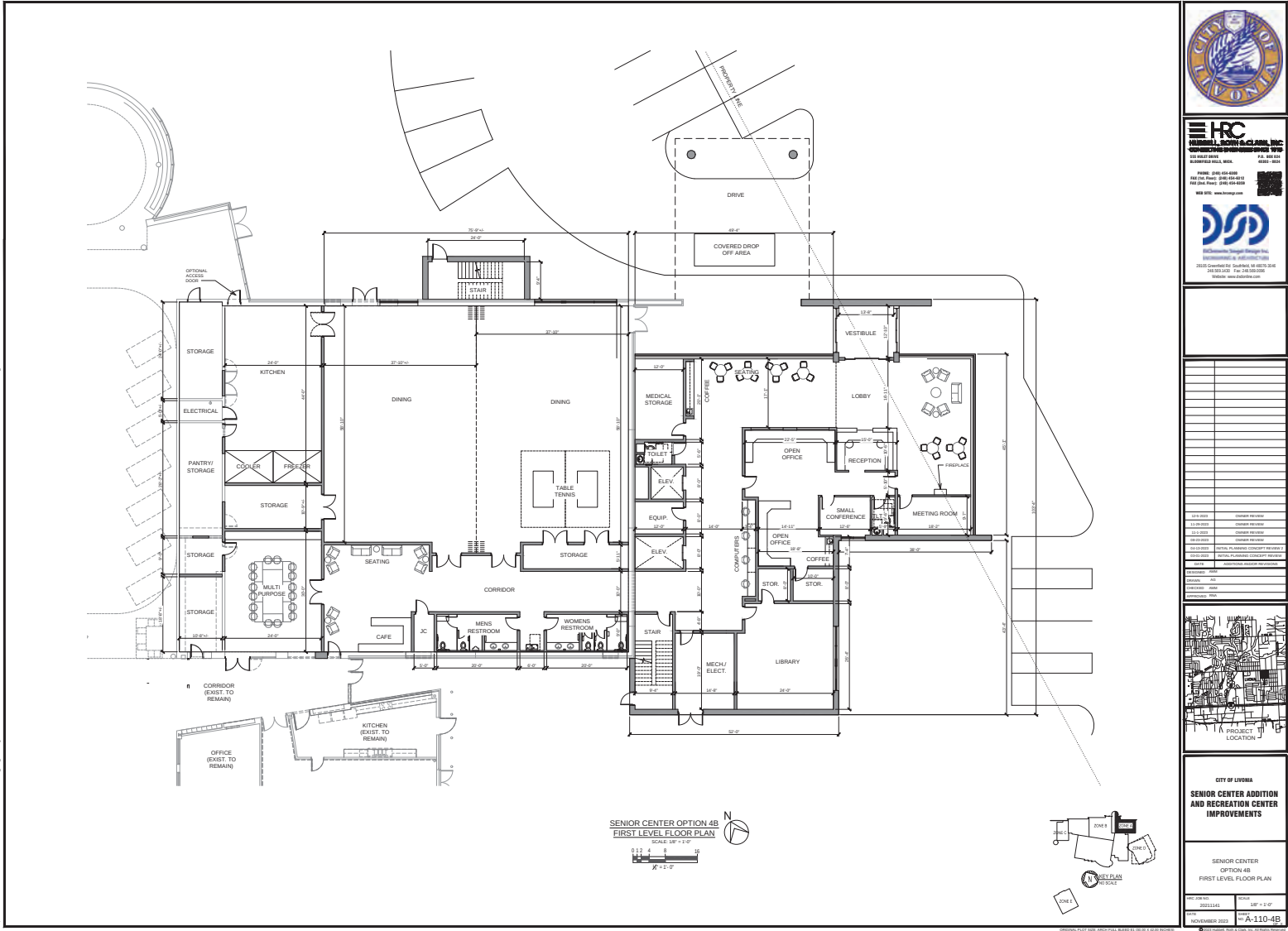
P.O. BOX 824  
48303-0824

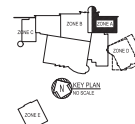


CITY OF LIVONIA  
SENIOR CENTER ADDITION  
AND RECREATION CENTER  
IMPROVEMENTS

SENIOR CENTER  
ARCHITECTURAL SITE PLAN

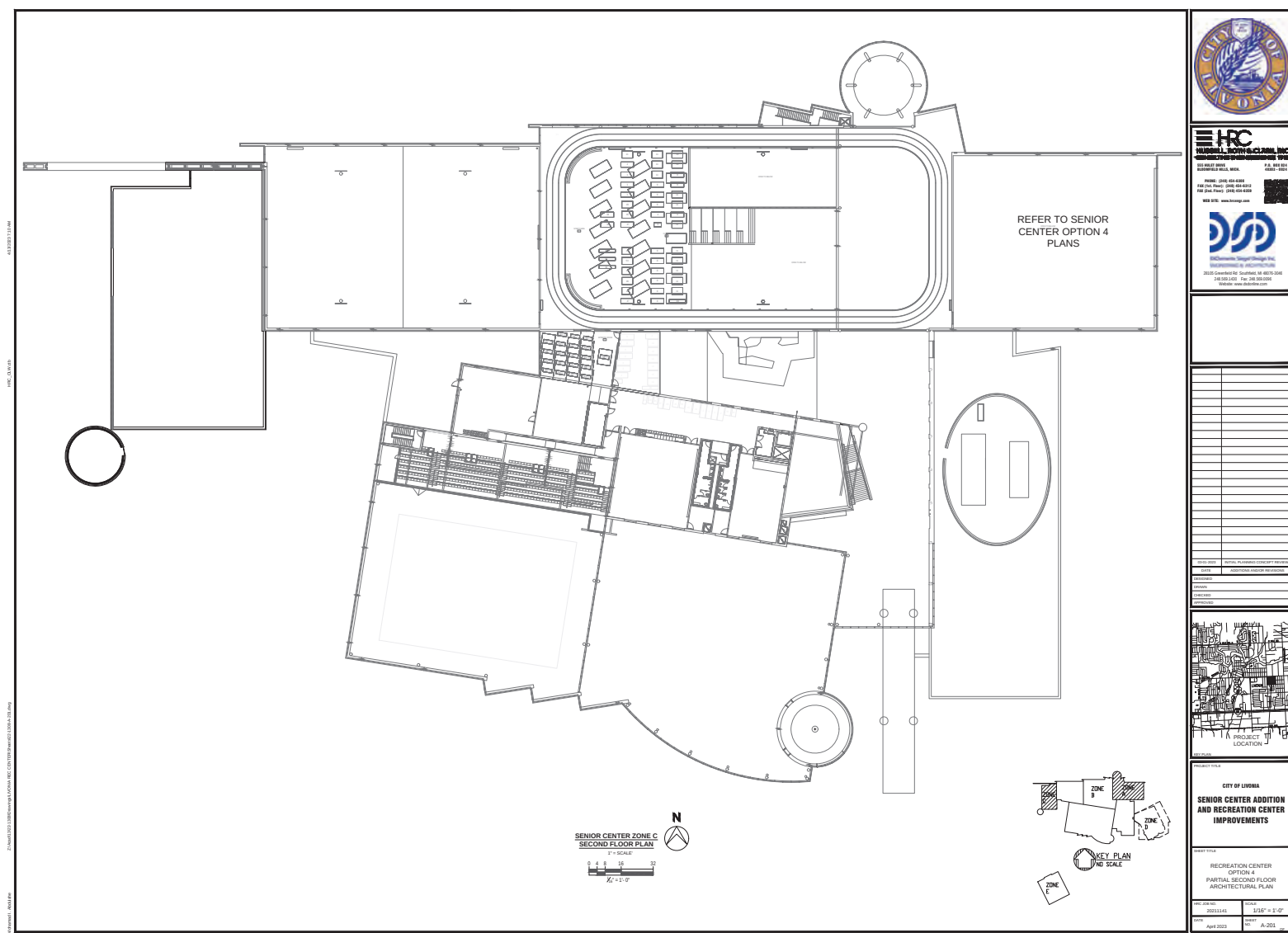
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| HRC JOB NO.<br>20211141 | FIGURE NO.<br>AS-100 |
| DATE<br>NOV 2023        |                      |



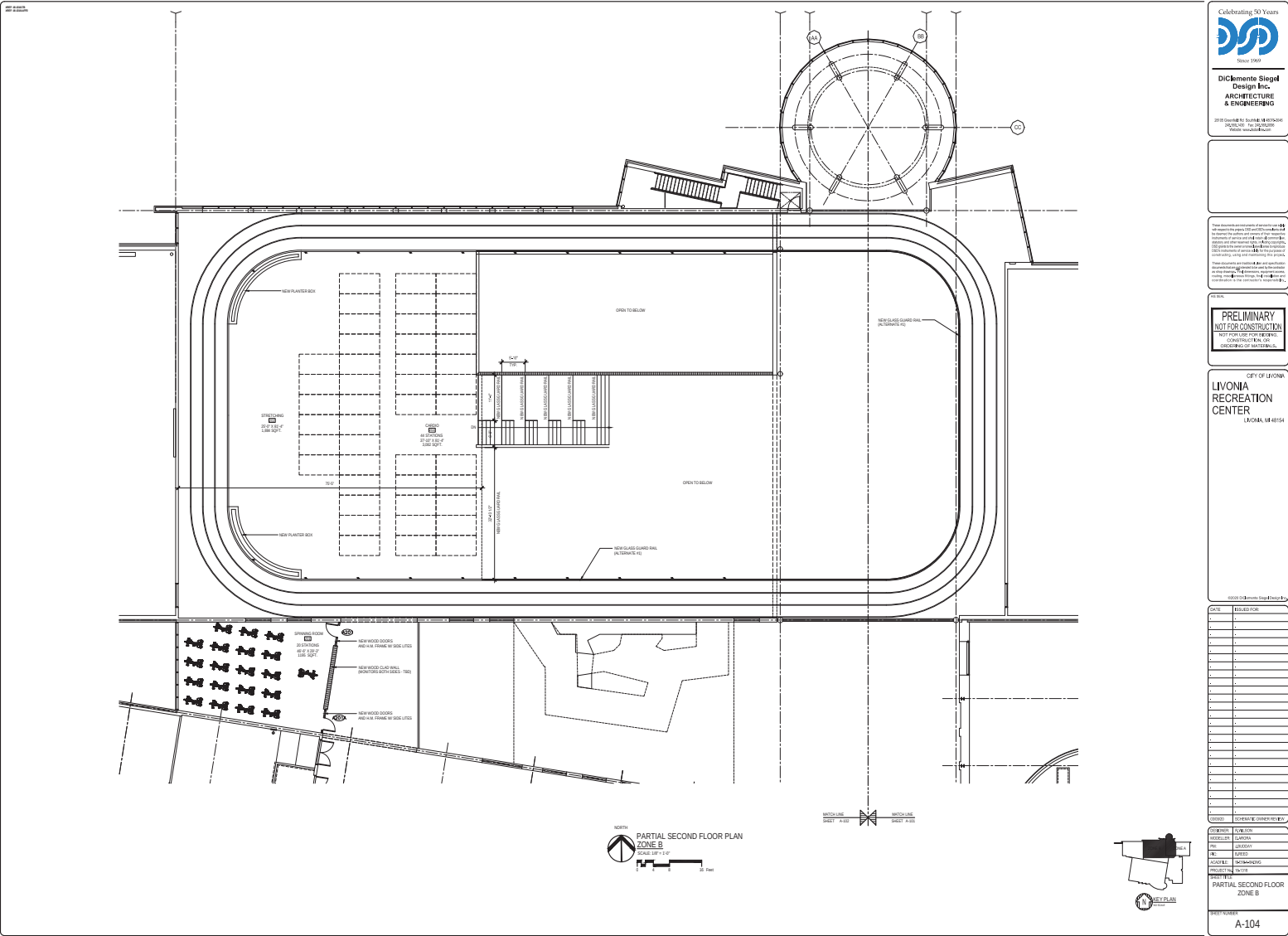














Date: January 17, 2024

From: City of Livonia Purchasing Department

To: Prospective Proposers

Subject: Addendum No. 1 – Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services

Addendum No. 1 is being issued to address questions presented at the pre-proposal meeting held on January 9, 2024, and subsequent questions provided in writing prior to the question deadline on January 16, 2024.

1. Sign-in sheets from the January 9, 2024 pre-proposal meeting are included with this addendum. The following firms were represented at this meeting:

|                       |                             |
|-----------------------|-----------------------------|
| Turner Construction   | West Construction           |
| PCI Dailey            | A.R. Brower                 |
| Frank Rewold and sons | Wilcox Business Consulting  |
| Whiting-Turner        | AVB                         |
| KEO                   | Rockford                    |
| DeMaria               | Brivar Construction Company |
| Wieland               |                             |

2. A bid deposit is not required to be submitted with your proposal response.
3. Staff labor for CMR pre-construction and construction phase service fees does not require prevailing wages. The CMR should be aware that some (but not all) of the project's funding sources will require some amount of prevailing wages, the total of which will be determined during the GMP development process.
4. Page 4, Section 4, first paragraph, delete "The A/E Firm will be reporting to the CMR during the construction phase of the project and will be reporting to the City in prior phases." The A/E firm construction phase services are detailed in AIA Document B-133-2019 Standard Form of Agreement between Owner and Architect, Construction Manager Edition.
5. Page 6, Section 6.1.1., in the fourth bullet point, delete "Schematic Design". The project is currently in the design development phase so preliminary budgets will be based on design development drawings.
6. *What do we need to include in pre-construction cost? If the notice to proceed with successful CM is in March of 2024, final plans in April of 2024, Bid and award Sub-Contracts in May 2024, and Start Construction in June 2024. Should we assume the*

Addendum No. 1 – Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services

*preconstruction phase is bidding?* Preconstruction phase services are described on Page 6 and 7 in Section 6.1. This will include a design phase and construction bidding and subcontractor selection phase.

7. Page 8, Section 6.2, delete the bullet point “When ready, relocate equipment from existing station to new station.”
8. Page 8, Section 6.2, delete the bullet point “Be responsible for the demolition of the existing Station, once the new facility is operational.”
9. Page 8, Section 6.2, final paragraph regarding field investigation for existing conditions, the City has record drawings available and has field located public utilities onsite. The A/E has performed a topographic survey of above ground existing conditions and has obtained soil borings. During preconstruction, the CMR will be expected to assist the A/E with confirmation of existing conditions.
10. Page 21, replace the Fee Proposal Form with the revised Fee Proposal Form attached.
11. *Can you provide a general conditions matrix?* See revised Fee Proposal Form attached. For the pre-construction phase, the CMR is responsible for providing a breakdown of labor rates, hours, and reimbursable expenses. For the construction phase, the CMR is responsible for providing a breakdown of labor rates, hours, and reimbursable expenses and allowances. General Conditions should include site construction offices and all associated costs, tools, computer/mobile equipment, supplies, general protection and safety, bonds, insurances, and cleanup costs.
12. *Do we need to include construction staffing with overhead and fees?* Construction staffing should be included with the pre-construction and construction phase services. General conditions should not include staffing.
13. *Where would you like to see the payment performance bond, would you like to see them in general conditions or base fee?* Bonds and insurances should be included with the General Conditions.
14. *Will the City of Livonia provide the Builders Risk Insurance for the project, or will that be a requirement of the CM?* CM is required to purchase builder’s risk insurance to cover all parties.
15. *Where will the new transformer service feeds terminate inside the existing building?* This is currently being designed by the A/E firm and electrical drawings are not yet available.
16. *For clarity can you confirm the areas below for the new additions and renovations?* The areas below are correct based on the current building program provided in the RFP documents.

Senior Building Addition: 1st floor is 6,389 SF and 2nd floor is 4,564 sf. total building addition is 10,953 sf.

Existing Senior Building Renovation: 1st floor is 10,469 SF and 2nd floor is 9,448 sf. total building renovation is 19,917 sf.

Addendum No. 1 – Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services

Recreation center addition: 1st floor addition is 12,452 sf.

Recreation center renovation: 1st floor renovation is 25,021 sf.

Recreation center renovation: 2nd floor renovation is 8,860 sf.

17. *It was noted that the RFP team would be part of the CRM subcontractor bid solicitation and review process. How does the RFP team anticipate that process working?* The construction bidding and sub-contractor selection phase is described on Page 7, Section 6.1.2. The City also intends to use AIA Document A133-2019 as the standard form of agreement, in which Article 9 further describes bid requirements and subcontract agreements.

The due date for receipt of proposals remains as January 23, 2024. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response.

*ADDENDUM NO. 1 – SENIOR WELLNESS CENTER FACILITY AND RECREATION CENTER IMPROVEMENTS CONSTRUCTION MANAGER AT RISK SERVICES - ACKNOWLEDGEMENT*

---

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

### 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 SEPARATELY.

#### Construction Manager at Risk Not to Exceed Fee

The Fee Proposal shall be divided in two phases:

**PRE-CONSTRUCTION PHASE SERVICES:** to provide complete pre-construction services 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. Also include any estimate of reimbursable expenses with a breakdown of each.

During this phase the CMR will provide estimates, review plans, drawings, specs and bid documents at the frequency as described in the RFP to ensure they are within the construction budget, and ready for bid; review bid submittals and make recommendations and secure under contract sub-contractors to perform all required work. It is intended the CMR holds the contracts of all sub-contractors.

Pre-Construction Phase: NOT TO EXCEED FEE OF \$\_\_\_\_\_ for Construction Manager's labor, overhead and profit.

**CONSTRUCTION PHASE SERVICES:** Detail personnel costs, hours, and hourly rates. Also include any estimate of reimbursable expenses with a breakdown of each.

During this phase the CMR will serve as the agent for the City and the sole point of authority during Construction. The CMR is to provide construction management services on an "at risk" basis. This includes all job supervision and general conditions, holding all subcontracts, providing bonds (i.e. Performance, Labor and Material Payment, and Maintenance and Guarantee bonds) in an amount equal to 100% of the total of all subcontract bids.

Construction Phase: NOT TO EXCEED FEE \$\_\_\_\_\_ for Construction Manager's labor, overhead and profit.

Fee for project additions that might exceed the estimated construction cost of \$18,000,000, as a percentage of the change amount: \_\_\_\_\_ %

Cost of General Conditions: Identify your general conditions estimate based on the identified General Conditions, your review of project scope, and your proposed project schedule. Cleanup costs, reimbursable expenses and allowances, site construction office and all associated costs, cost of bonds and insurances, tools and supplies, computer and mobile equipment general protection and safety, etc. should all be included and clearly identified.

GENERAL CONDITIONS: NOT TO EXCEED PRICE OF \$\_\_\_\_\_

Respondent's Name: \_\_\_\_\_



**City of Livonia  
PRE-PROPOSAL MEETING  
SIGN IN SHEET**



**Project:** Senior Wellness Center Facility and Recreation Center Improvements

**Date:** January 9, 2024

**Please print the following information and provide a business card to the project representative.**

| NAME               | COMPANY                | PHONE        | EMAIL                           |
|--------------------|------------------------|--------------|---------------------------------|
| Jacob Rushlow      | City of Livonia        | 734-466-2606 | jrushlow@livonia.gov            |
| ADRIANNA NIELCHION | HRC                    | 248-535-3328 | annielchion@hrcengr.com         |
| OSCAR NOTZ         | TURNER                 | 313-407-1263 | onotz@tcco.com                  |
| STEVE DAILEY       | PCI DAILEY             | 248-736-8522 | SDAILEY@PCIDAILEY.COM           |
| Kurt Ryder         | Frank Reusoid and Sons | 248-310-0809 | kryder@frankreusoid.com         |
| JOEY MSHALL        | WHITING-TURNER         | 443-250-9525 | JOEY.MSHALL@WHITING-TURNER.COM  |
| Shane Walton       | Whiting-Turner         | 954-583-9222 | shane.walton@whiting-turner.com |
| DANIAN STARR       | WIELAND                | 577-204-4106 | DSTARR@WIELANDBUILD.COM         |
| Steven Ivankovitch | KEO                    | 313-717-5276 | siwankovitch@keoassoc.com       |
| MIKE LES           | DeMaria                | 248-982-2194 | mikeledemariabuild.com          |
| MIKE JOSEPH        | DeMARIA                | 248-982-2315 | MIKE@DEMARIABUILD.COM           |
| TOM MINER          | DeMARIA                | 248-924-8500 | TOMM@DEMARIABUILD.COM           |
|                    |                        |              |                                 |
|                    |                        |              |                                 |
|                    |                        |              |                                 |
|                    |                        |              |                                 |
|                    |                        |              |                                 |
|                    |                        |              |                                 |
|                    |                        |              |                                 |

**Note:** All persons listed above will receive a copy of the preproposal meeting minutes via e-mail

**City of Livonia  
PRE-PROPOSAL MEETING  
SIGN IN SHEET**



**Project:** Senior Wellness Center Facility and Recreation Center Improvements

**Date:** January 9, 2024

*Please print the following information and provide a business card to the project representative.*

| NAME             | COMPANY                        | PHONE          | EMAIL                                 |
|------------------|--------------------------------|----------------|---------------------------------------|
| JR Jacob Rushlow | City of Livonia                | 734-466-2606   | jrushlow@livonia.gov                  |
| ADAM GUT         | FRANK REWOLD                   | (248) 310 0805 | agut@frankREWOLD.com                  |
| Jon M. Schwartz  | BRIVAR                         | 910 360 7015   | jon@brivar.com                        |
| KYLE WESTBEEK    | WEST CONST.                    | 248.758.9985   | KWESTBEEK@WESTCONSTRUCTION.COM        |
| PAT GILSON       | A.R. Browner                   | 734-797-6142   | patrickgilson@arbrowner.com           |
| Ted Davis        | P+R                            | 466-2298       | tdavis@livonia.gov                    |
| Michelle Koppin  | P+R                            | 466-2918       | mkoppin@livonia.gov                   |
| Nada Al-Muntaser | WBC                            | 313 632 1684   | WBC engineering wbc 313 @gmail.com    |
| Harold Wilcox    | Wilcox Business Consulting LLC | 313-633-6428   | Wilcox Business Consulting @gmail.com |
| MIKE SIMONDS     | AVB                            | 269-352-2456   | msimonds@AUBINC.COM                   |
| Mike McIntyre    | AVB                            | 269-217-8001   | MMcIntyre@aubinc.com                  |
| Gaetano Vitale   | Rockford                       | 248.320.2196   | gvitale@rockfordconstruction.com      |
|                  |                                |                |                                       |
|                  |                                |                |                                       |
|                  |                                |                |                                       |
|                  |                                |                |                                       |
|                  |                                |                |                                       |
|                  |                                |                |                                       |

**Note:** All persons listed above will receive a copy of the preproposal meeting minutes via e-mail





January 23, 2024

Mr. Jacob A Rushlow, PE  
Assistant Director of Public Works  
12973 Farmington Road  
Livonia, MI 48150-4202

Re: **Response to RFP for CM-at Risk Services**  
**Senior Wellness Center and Recreation Center Improvements**  
**Livonia, MI**

Dear Jacob:

We are pleased to present our proposal and qualifications for Construction Management services at-risk on the upcoming Senior Wellness Center and Recreation Center Improvement project.

This is a significant project for the City of Livonia, and it is an exciting opportunity for PCI Dailey. Our team exceeds all of the project qualifications, and we possess the proper project experience and expertise to ensure a smooth-running and successful project throughout all phases of the job.

We have thoroughly studied the RFP and project requirements and visited the site to better understand the scope, site logistics, and project phasing. We have successfully executed dozens of municipal projects and excel and being an engaged, proactive team member. PCI Dailey is well versed in critical preconstruction budgeting, planning, and estimating which will set the stage for proper execution during the actual construction phase.

We trust that the enclosed proposal is responsive to your needs. If you have any questions or require additional information, please do not hesitate to contact me directly. We are very excited about the prospect of working with you on this important project. Our staff is ready, willing, and able to jump into the details of the project immediately! We look forward to hearing from you soon.

Sincerely,  
**PCI DAILEY**

A handwritten signature in blue ink that reads 'Stephen R. Dailey'.

Stephen R. Dailey  
Vice President



**Response to RFP for CM At-Risk Services**  
**SENIOR WELLNESS CENTER**  
**AND**  
**RECREATION CENTER IMPROVEMENTS**



**Submitted by**



**January 23, 2024**

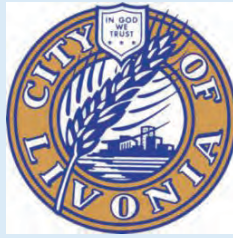


**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

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**Response to RFP for CM At-Risk Services**

**SENIOR WELLNESS CENTER  
AND  
RECREATION CENTER IMPROVEMENTS**

# **SECTION 1**

**COMPANY OVERVIEW**

**+**

**PCI DAILEY EXPERIENCE & QUALIFICATIONS**





**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**INTRODUCTION TO PCI DAILEY**

PCI Dailey is the culmination of a strategic alliance between two highly respected family-owned construction companies who have been working together for over 30 years. PCI Industries, Inc. and The Dailey Company formally merged their expertise and strength and have nearly 130 years of combined construction experience. We are a full-service commercial contractor specializing in new construction, expansion & renovations, and complete interior buildouts. The strength of PCI Dailey allows us to tackle some of the most complex and high-profile projects in southeast Michigan while keeping the hands-on approach of a family company.

PCI Dailey offers its clients the ability to solve problems and meet new challenges with professional competence and construction know-how. We are experienced in all types of construction management, general contracting, and design-build contracts in both the public and private sectors.



Our time-honored philosophy of cooperative teamwork, cost-effective construction, and attention to detail has developed a strong reputation for results. We consistently maintain strict project budget and schedule requirements to achieve our goal of complete client satisfaction. Our reputation for excellence and the operating principles we bring to each project have been rewarded with a strong repeat client base.

Our clients value us as a partner who works diligently and creatively on their behalf to find the best solutions for their specific project. Owners, Architects, Engineers, and other industry representatives relate to us because of our ability to adjust to their project needs while consistently maintaining their construction requirements.

Experience is a key factor in our success. PCI Dailey has a proven track record of successfully completing some of the most complex construction challenges. Our team of seasoned professionals and our understanding of the construction process have created a history of dependable performance delivered in an atmosphere of trust and cooperation.







**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**RECENT SIMILAR EXPERIENCE**

We offer the City of Livonia a team of seasoned construction professionals who have the highest level of experience and an impeccable track record of performance. They possess significant municipal project experience and have worked successfully together on several recent projects.

The most recent municipal project is the two-building contract we are currently completing for the City of Port Huron. It consists of the complete renovation of Fire Station No. 3, and the ground-up construction of a new Central Fire Station No. 1, with a combined project value of over \$12 million.

We were brought on board in the early schematic design phase and worked closely with the Owner and Architect to develop realistic budgets, schedules, and phasing plans. Approval from the City Council was required before either project could proceed in earnest, requiring a realistic



Guaranteed Maximum Price (GMP) that the team could commit to early on. Both projects went through an extensive value engineering process to maximize budget dollars while maintaining the desired design elements and operational functionality. Budgets were updated throughout the schematic design, design development, and construction documents. The projects were competitively bid, and both were within the early GMP totals presented and approved by the City Council.

Another recent project example is the **Detroit Achievement Academy**. This \$15 million CM at-Risk project is very similar in that it included two building additions totaling more than 33,000-sf, plus 20,000-sf of interior renovations to the existing building. The additions included a new gymnasium on one end of an existing building, and the addition of a classroom extension on the other end. PCI Dailey worked with the project team to develop reliable budgets and ultimately a Guaranteed Maximum Price contract.





**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

| PAST PROJECT EXPERIENCE MATRIX                                                                                   |                                 |                    |                          |                            |              |               |
|------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------|--------------------------|----------------------------|--------------|---------------|
| No.                                                                                                              | Project Name                    | Location           | Owner                    | Architect                  | Value        | Contract Type |
| <b>MOST RECENT PROJECTS WITH SIMILAR CMR SERVICES PROVIDED - See attached descriptions for add'l information</b> |                                 |                    |                          |                            |              |               |
| 1                                                                                                                | Schaap Performing Arts Center   | Grosse Pointe Park | Urban Renewal Initiative | Smith Group                | \$46,000,000 | CMR / GMP     |
| 2                                                                                                                | UWM Headquarters                | Pontiac, MI        | UWM                      | IDS Architects             | \$42,000,000 | CMR / GMP     |
| 3                                                                                                                | Dearborn Inn                    | Dearborn, MI       | Ford Motor Land          | Kraemer Design             | \$35,000,000 | CMR / GMP     |
| 4                                                                                                                | Autoliv Tech Center             | Auburn Hills, MI   | Autoliv                  | HED                        | \$28,000,000 | CMR / GMP     |
| 5                                                                                                                | Detroit Achievement Academy     | Detroit, MI        | DAA                      | IDS Architects             | \$15,000,000 | CMR / GMP     |
| 6                                                                                                                | IBM Watson Health/Truven        | Ann Arbor, MI      | IBM Watson Health/Truven | Ted Moudis Associates      | \$10,000,000 | CMR / GMP     |
| 7                                                                                                                | Piquette Lofts                  | Detroit, MI        | The Platform             | Kraemer Design             | \$26,000,000 | CMR / GMP     |
| 8                                                                                                                | Ascend Industries               | Lansing, MI        | Ascend                   | BJA Architects             | \$24,000,000 | CMR / GMP     |
| 9                                                                                                                | Port Huron Fire Stations        | Port Huron, MI     | City of Port Huron       | Partners in Architecture   | \$12,000,000 | CMR / GMP     |
| 10                                                                                                               | UWM Sports Complex              | Pontiac, MI        | UWM                      | Von Staden Architects      | \$10,000,000 | CMR / GMP     |
| <b>OTHER MUNICIPAL PROJECTS (Partial List)</b>                                                                   |                                 |                    |                          |                            |              |               |
| 1                                                                                                                | Town Center Parking Deck        | Dearborn, MI       | City of Dearborn         | Hobbs + Black              | \$9,500,000  | CMR / GMP     |
| 2                                                                                                                | Monroe Multi-Sports Arena       | Monroe, MI         | City of Monroe           | Siegal-Tuomaala            | \$6,000,000  | CMR / GMP     |
| 3                                                                                                                | Troy Fire Station No. 4         | Troy, MI           | City of Troy             | Redstone Architects        | \$4,500,000  | CMR / GMP     |
| 4                                                                                                                | 17th District Court             | Redford, MI        | Redford Township         | Studio Detroit             | \$4,400,000  | CMR / GMP     |
| 5                                                                                                                | Dearborn City Hall              | Dearborn, MI       | City of Dearborn         | Neumann Smith              | \$4,200,000  | CMR / GMP     |
| 6                                                                                                                | Ferndale 43rd District Court    | Ferndale, MI       | City of Ferndale         | French Associates          | \$2,500,000  | CMR / GMP     |
| 7                                                                                                                | Rec Centers Renovations         | Detroit, MI        | Detroit Rec Department   | Various per location       | \$2,000,000  | CMR / GMP     |
| 8                                                                                                                | Detroit Fire Stations           | Detroit, MI        | Detroit Fire Department  | Detroit Building Authority | \$1,250,000  | CMR / GMP     |
| 9                                                                                                                | Ferndale City Hall Renovations  | Ferndale, MI       | City of Ferndale         | Neumann Smith              | \$500,000    | CMR / GMP     |
| 10                                                                                                               | Baldwin Public Library          | Birmingham, MI     | City of Birmingham       | Merritt Cieslak Design     | \$7,500,000  | CMR / GMP     |
| 11                                                                                                               | Novi Public Library             | Novi, MI           | City of Novi             | BEI Associates             | \$16,000,000 | GC            |
| 12                                                                                                               | 41-B District Court             | Clinton Twp, MI    | Township of Clinton      | French Associates          | \$12,200,000 | GC            |
| 13                                                                                                               | Livonia 16th District Court     | Livonia, MI        | City of Livonia          | French Associates          | \$7,800,000  | GC            |
| 14                                                                                                               | Canton Fire Station No. 2       | Canton, MI         | Township of Canton       | Partners in Architecture   | \$6,355,000  | GC            |
| 15                                                                                                               | Farwell Recreation Center       | Detroit, MI        | Detroit Rec Department   | Hamilton Anderson          | \$6,000,000  | GC            |
| 16                                                                                                               | Macomb County Ops Center        | Mt. Clemens, MI    | Macomb County            | Partners in Architecture   | \$5,400,000  | GC            |
| 17                                                                                                               | Westland Public Library         | Westland, MI       | City of Westland         | TMP Architecture           | \$5,000,000  | GC            |
| 18                                                                                                               | Warren Civic Center South       | Warren, MI         | City of Warren           | Partners in Architecture   | \$4,600,000  | GC            |
| 19                                                                                                               | Commerce Twp FS3                | Commerce, MI       | Commerce Twp             | A3C Collaborative          | \$4,600,000  | GC            |
| 20                                                                                                               | Orion Twp Fire Stations #2 & #3 | Orion Twp, MI      | Orion Twp.               | French Associates          | \$3,500,000  | GC            |





**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Most Recent Projects with Similar CM-at Risk Services Provided:**



Project: Schaap Performing Arts Center  
Location: Grosse Pointe Park, MI  
Owner: Urban Renewal Initiative  
Size/Value: \$46 million / 50,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP. Site logistics & phasing.  
Completion: July 2025  
Similarities: All precon services & development of a GMP.



Project: UWM Headquarters  
Location: Pontiac, MI  
Owner: United Wholesale Mortgage  
Size/Value: \$42 million / 400,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP Site logistics & phasing.  
Completion: Dec 2019  
Similarities: All precon services & development of a multi-phased construction within an occupied building.



Project: Dearborn Inn  
Location: Dearborn, MI  
Owner: Ford Motor Land Development  
Size/Value: \$35 million / 231-rooms  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP Site logistics & phasing.  
Completion: Dec 2024  
Similarities: All precon services & development of a GMP.



Project: Autoliv Tech Center  
Location: Auburn Hills, MI  
Owner: Autoliv  
Size/Value: \$28 million / 300,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP, Construction scheduling and phasing.  
Completion: Sept 2020  
Similarities: All precon services & development of a GMP. Addition/renovations of occupied building.







**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Most Recent Projects with Similar CM-at Risk Services Provided:**



Project: Detroit Achievement Academy  
Location: Detroit, MI  
Owner: Detroit Achievement Academy  
Size/Value: \$15 million / 53,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP. Site logistics & phasing.  
Completion: Aug 2019  
Similarities: All precon services & development of a GMP. Addition of Gymnasium + classrooms.



Project: IBM Watson Health/Truven  
Location: , MI  
Owner: IBM Watson Health/Truven  
Size/Value: \$10 million / 130,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP. Construction scheduling and phasing.  
Completion: Nov 2020  
Similarities: All precon services & development of a GMP. Existing building remained open.



Project: Piquette Lofts  
Location: Detroit, MI  
Owner: The Platform  
Size/Value: \$26 million / 108,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP. Site logistics & phasing.  
Completion: Oct 2024  
Similarities: All precon services & development of a GMP.



Project: Ascend Industries  
Location: Lansing, MI  
Owner: Ascend  
Size/Value: \$24 million / 130,000-sf  
Contract: CMR / GMP  
Precon: Initial budgeting, estimating, bidding & GMP. Site logistics & phasing.  
Completion: Jan 2021  
Similarities: All precon services & development of a GMP.





**Response to RFP for CM At-Risk Services  
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|               |                                                                                       |
|---------------|---------------------------------------------------------------------------------------|
| Project:      | Port Huron Fire Stations                                                              |
| Location:     | Port Huron, MI                                                                        |
| Owner:        | City of Port Huron                                                                    |
| Size/Value:   | \$12 million / 20,000-sf                                                              |
| Contract:     | CMR / GMP                                                                             |
| Precon:       | Initial budgeting, estimating, bidding & GMP.<br>Construction scheduling and phasing. |
| Completion:   | Apr 2024                                                                              |
| Similarities: | All precon services & development of a GMP.                                           |



|               |                                                                                        |
|---------------|----------------------------------------------------------------------------------------|
| Project:      | UWM Sports Complex                                                                     |
| Location:     | Pontiac, MI                                                                            |
| Owner:        | UWM                                                                                    |
| Size/Value:   | \$10 million / 200,000-sf                                                              |
| Contract:     | CMR / GMP                                                                              |
| Precon:       | Initial budgeting, estimating, bidding & GMP.<br>Construction scheduling and phasing.  |
| Completion:   | May 2022                                                                               |
| Similarities: | All precon services & development of a GMP. Addition/renovations of occupied building. |





**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Previous Sports & Recreation Projects:**



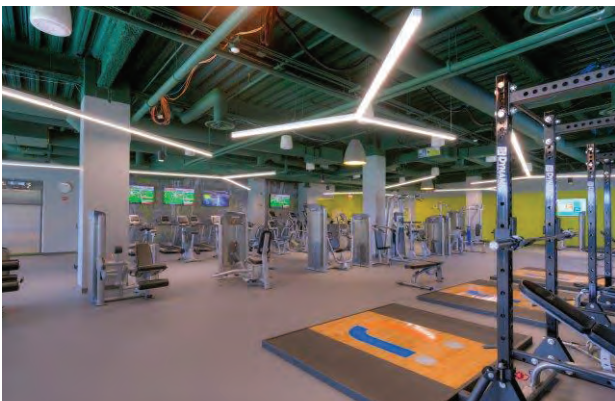
**Farwell Recreation Center, Detroit, MI**

This 23,000-sf facility is the first new recreation center built by the City of Detroit in over twenty years. The building features a dynamic reception area, conference room, full-service kitchen, community/senior room, and dance and fitness rooms supported by locker rooms. Contract included interior build-out and FF&E package.



**Boys & Girls Club, Detroit, MI**

New construction of a 30,000-sf sports and recreation facility containing a gymnasium, locker rooms, meeting rooms, learning center, technology center, multi-media studio, community room, teen center, arts & crafts center, social and recreational games room, and outdoor athletic fields.



**UWM Fitness Center, Pontiac, MI**

New construction of a new gymnasium, fitness center, locker rooms, and weight room totaling over 16,000-sf. Work was constructed within an existing and occupied 4-story building. A 12,000-sf section of the 2<sup>nd</sup> floor was removed to build the full-sized basketball court with mezzanine viewing area.



**Carlson Natatorium, Gibraltar, MI**

New construction of a 30,000-sf natatorium containing a competition size pool, diving area, spectator bleacher seating, fitness/weight room, men's and women's locker rooms, a wet classroom and support spaces; all located off a new physical education corridor leading from the main building core.







**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Previous Sports & Recreation Projects:**



**Monroe Multi-Sports Complex, Monroe, MI**

Complete design-build construction services for a new 74,000-sf multi-sports complex for the City of Monroe. The facility contains two NHL-sized hockey rinks with eight dressing rooms for organized team play and/or public skating; one rink can be converted into an indoor soccer or lacrosse field. The facility also contains multiple party/reception and conference rooms, concession areas, pro shop and administrative offices.



**CMI Health and Swim Club, Southfield, MI**

The Dailey Company provided general contracting services on this fast-tracked and unique 11,000-sf renovation project. The scope of work consisted of a complete removal and replacement of the existing roof structure, glass curtainwall enclosure, ceramic tile pool deck, HVAC systems, lighting and other interior architectural finishes within the required ten-week schedule.



**Carlson Field House, Gibraltar, MI**

Construction of a new 5,950-sf athletic field house at Carlson High School. The facility serves as the main entrance/gate area to the football field and houses locker rooms, administrative offices, ticket and concession areas, toilet rooms and equipment storage rooms.



**UWM Sports Complex, Pontiac, MI**

UWM Sports Complex, Pontiac, MI – Conversion of a 100,000-sf indoor soccer arena into a multi-sport complex housing 8 basketball courts, 16 volleyball courts, and an indoor track. Scope also included upgraded lighting, sound system and a new storage addition.







**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Previous Sports & Recreation Projects:**



**Detroit Pistons Practice Facility, Auburn Hills**

The expansion and renovation of the existing NBA Detroit Pistons basketball practice facility. Work included renovation of existing gymnasium, locker rooms, training rooms, pool & spa, plus the conversion of an existing indoor tennis court to a 2-story, 16,000-sf office and administrative space including conference rooms, coaches' offices, personnel offices, player lounge, and media & in interview rooms.



**Troy High Weight Room Addition, Troy, MI**

New construction of a fitness training & weight room addition with renovations to the existing locker rooms, corridors and building entrance. Work also included renovation of the existing Auditorium and construction of a new soccer field.



**Gymnasium Construction, Various Locations**

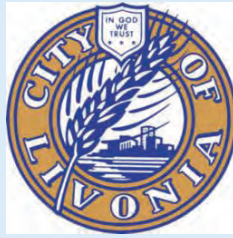
Construction, including complete demolition of existing gymnasium, of over 14 new gymnasiums in various recreation centers, high schools, middle schools and religious facilities. Scope of work includes wood flooring, athletic flooring, telescopic bleacher seating, lighting & sound systems, score boards, and concessions areas.



**Sacred Heart Field House, Bloomfield Hills, MI**

This new 30,000-sf field house contains a gymnasium, locker rooms, weight room, aerobics room, classrooms and a cyber café. The project also includes site work and utilities and construction of two new soccer/lacrosse fields and a new softball diamond.





**Response to RFP for CM At-Risk Services**

**SENIOR WELLNESS CENTER  
AND  
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# **SECTION 2**

**PROJECT TEAM**





**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Key Project Personnel**

Our people are our greatest asset. While this may be an overused term by some firms, it is truly a strength of PCI Dailey. The success of the project is directly related to the quality and performance of the individuals executing the work. PCI Dailey offers the City of Livonia a highly experienced team of professionals with a proven track record of performance.

Our proposed project team averages nearly 30 years of hands-on construction experience. This experience spans a wide and diverse range of construction projects, including many municipal and recreation projects. Our professional staff has worked together on many past projects and is very comfortable working as a team. They supplement each other's strengths very well and know how to manage the details while keeping the "big picture" and Owner's interests in mind.

Our proposed personnel for the Livonia's Senior Center Addition and Recreation Center Renovation project include the following key people:

**Steve Dailey, Project Executive**

Steve has 40 years of experience in the construction industry and will provide overall project leadership and control. He will remain involved from start to finish to ensure that the project is successfully completed while meeting all programming, cost, and schedule objectives. His time is budgeted as part-time as required on the project.

**Kyle Knoll, Estimating**

With more than 21 years of experience in the construction industry, Kyle has held positions as both Estimator and Project Manager. Kyle is responsible for all budgeting and estimating for the project. He will be heavily involved during preconstruction and is responsible for qualifying all subcontractors, vendors, and suppliers, developing bid packages, scopes of work, value engineering, and preparation of all bids and cost proposals. Mr. Knoll will remain committed to the project throughout the construction phase as needed by assisting the project team in the pricing of any changes or contemplated revisions to the scope of work.





**Response to RFP for CM At-Risk Services  
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SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Mike Cervi, Senior Project Manager**

Mike has more than 17 years of construction experience and will have overall responsibility for the project and will serve as the primary contact with the Owner and Architect. His time is budgeted approximately 50-60% to the project but is available as needed. He is responsible for the daily contract administration throughout the project. Mike will coordinate all Pre-Construction and Construction Phase work and will be responsible for project reporting, cost control, and scheduling.

**Adam Mabry, Project Superintendent**

Adam has 21 years of construction experience and is responsible for the daily on-site coordination of trades work and the actual construction of the project. He will be dedicated 100% full-time on site and is responsible for scheduling and coordinating subcontractors' work, monitoring quality control, and ensuring a safe work site. Adam will work very closely with Andrew Kwart on the management and administration of the overall project while also keeping all parties fully informed of current workflow activities and upcoming areas of work.

We estimate the following average monthly hours for our staff during the anticipated 12-month construction phase:

| Project Month (Overall)   |                 | 1    | 2   | 3   | 4   | 5   | 6   | 7    | 8   | 9   | 10  | 11  | 12  | Hours |
|---------------------------|-----------------|------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-------|
| Year                      |                 | 2024 |     |     |     |     |     | 2025 |     |     |     |     |     |       |
|                           |                 | Jun  | Jul | Aug | Sep | Oct | Nov | Dec  | Jan | Feb | Mar | Apr | May |       |
| Personnel                 | Function        |      |     |     |     |     |     |      |     |     |     |     |     |       |
| Dailey                    | Proj. Executive | 17   | 17  | 17  | 17  | 17  | 17  | 17   | 17  | 17  | 17  | 17  | 17  | 206   |
| Knoll                     | Sr. Estimator   | 34   | 17  | 13  | 9   | 9   | 9   | 9    | 9   | 9   | 9   | 9   | 9   | 142   |
| Cervi                     | Proj. Manager   | 108  | 108 | 108 | 108 | 108 | 108 | 108  | 108 | 108 | 108 | 108 | 108 | 1,290 |
| Mabry                     | Superintendent  | 173  | 173 | 173 | 173 | 173 | 173 | 173  | 173 | 173 | 173 | 173 | 173 | 2,078 |
| Proj Engr                 | Project Engr    | 69   | 69  | 69  | 69  | 69  | 69  | 69   | 69  | 69  | 69  | 69  | 69  | 826   |
| Accountant                | Accountant      | 13   | 13  | 13  | 13  | 13  | 13  | 13   | 13  | 13  | 13  | 13  | 13  | 155   |
|                           |                 |      |     |     |     |     |     |      |     |     |     |     |     | -     |
| Construction Phase Hours: |                 | 414  | 397 | 393 | 388 | 388 | 388 | 388  | 388 | 388 | 388 | 388 | 388 | 4,697 |

We have enclosed a project organizational chart along with résumés of our key personnel for your review.





**Response to RFP for CM At-Risk Services**  
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**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

The following matrix identifies which of our most recent CM at-Risk projects had similar requirements to the Livonia Senior Center Addition and Recreation Center Renovation and which projects our proposed staff were involved with.

We've identified the following similar requirements:

1. Budget development and early GMP.
2. Renovation work to an existing building.
3. Existing building was occupied and open during construction phase.
4. Multi-phased construction.

| PROJECT EXPERIENCE MATRIX                                                                                 |                               |              |               | Budget Development to GMP | Renovations to Existing Bldg | Occupied During Construction | Multi-Phased Turnover | Proposed Staff Involvement |            |            |            |
|-----------------------------------------------------------------------------------------------------------|-------------------------------|--------------|---------------|---------------------------|------------------------------|------------------------------|-----------------------|----------------------------|------------|------------|------------|
| No.                                                                                                       | Project Name                  | Value        | Contract Type |                           |                              |                              |                       | Steve Dailey               | Kyle Knoll | Mike Cervi | Adam Mabry |
| MOST RECENT PROJECTS WITH SIMILAR CMR SERVICES PROVIDED - See attached descriptions for add'l information |                               |              |               |                           |                              |                              |                       |                            |            |            |            |
| 1                                                                                                         | Schaap Performing Arts Center | \$46,000,000 | CMR / GMP     | Yes                       | No                           | No                           | No                    | Yes                        | Yes        | No         | No         |
| 2                                                                                                         | UWM Headquarters              | \$42,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | Yes                        | Yes        | No         | Yes        |
| 3                                                                                                         | Dearborn Inn                  | \$35,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | Yes                        | Yes        | Yes        | No         |
| 4                                                                                                         | Autoliv Tech Center           | \$28,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | Yes                        | Yes        | Yes        | No         |
| 5                                                                                                         | Detroit Achievement Academy   | \$15,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | No                         | Yes        | Yes        | No         |
| 6                                                                                                         | IBM Watson Health/Truven      | \$10,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | No                         | Yes        | Yes        | No         |
| 7                                                                                                         | Piquette Lofts                | \$26,000,000 | CMR / GMP     | Yes                       | Yes                          | No                           | Yes                   | Yes                        | Yes        | Yes        | No         |
| 8                                                                                                         | Ascend Industries             | \$24,000,000 | CMR / GMP     | Yes                       | Yes                          | No                           | Yes                   | Yes                        | No         | No         | No         |
| 9                                                                                                         | Port Huron Fire Stations      | \$12,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | Yes                        | Yes        | No         | No         |
| 10                                                                                                        | UWM Sports Complex            | \$10,000,000 | CMR / GMP     | Yes                       | Yes                          | Yes                          | Yes                   | Yes                        | No         | No         | Yes        |



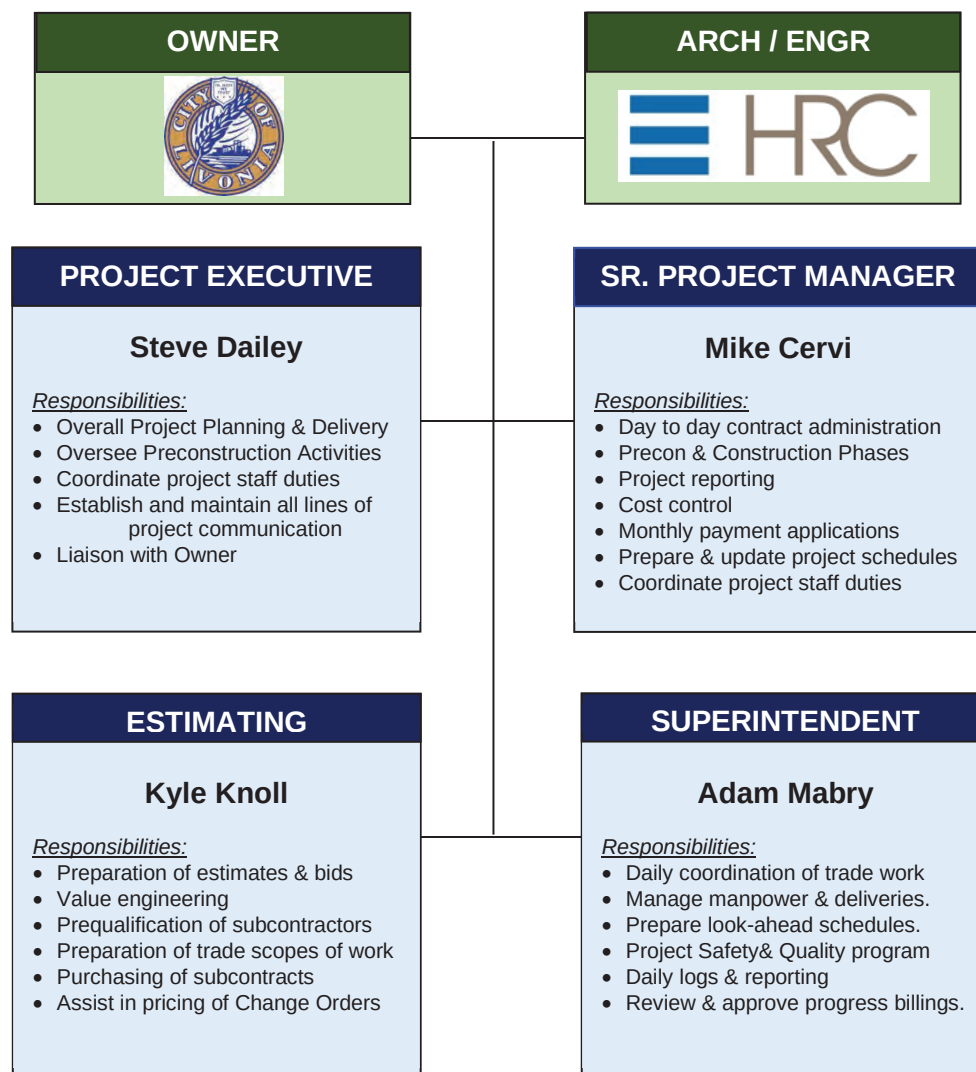




**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**PROJECT STAFF & ORGANIZATIONAL CHART**

| <u>Name</u>         | <u>Title</u>               | <u>Years Exp.</u> |
|---------------------|----------------------------|-------------------|
| Steve Dailey        | Project Executive          | 40                |
| Kyle Knoll          | Estimating/Preconstruction | 21                |
| Mike Cervi          | Sr. Project Manager        | 17                |
| Adam Mabry          | Project Superintendent     | <u>21</u>         |
| <b>Team Average</b> |                            | <b>25 years</b>   |







## Stephen Dailey Project Executive

As Project Executive, Steve will provide overall project leadership and control. He will remain involved from start to finish ensuring that the project is successfully completed and meets all programming, cost, and schedule objectives. Mr. Dailey has more than 40 years of experience in the construction industry and has held a variety of positions throughout his career. His project experience includes municipal work, high-end commercial office buildings, retail, health care, educational facilities, and industrial buildings. Steve's projects have ranged in value from \$1 million to over \$150 million.



Education: Arizona State University, Bachelor of Science, Building Construction

Years' Service: Steve has been with PCI Dailey since 1996.

### Partial Project Experience:



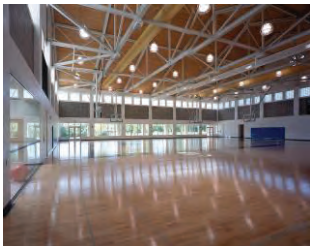
- Boys & Girls Club, Detroit, MI – New construction of a 30,000-square-foot recreation facility, including community rooms, teen center, arts & crafts, meeting rooms, game rooms, gymnasium, locker rooms and athletic fields.



- Farwell Recreation Center, Detroit, MI – New construction of a 23,000-sf full-service community recreation center including all interiors, furnishings, fixtures and equipment.



- UWM Sports Complex, Pontiac, MI – Conversion of a 100,000-sf indoor soccer arena into a multi-sport complex housing 8 basketball courts, 16 volleyball courts, and an indoor track. Scope also included upgraded lighting, sound system and a new storage addition.



- Sacred Heart Field House, Bloomfield Hills, MI – New 28,000-sf field house containing a gymnasium, weight room, locker rooms, classrooms and a cyber café; includes site work, utilities and construction of three new athletic fields.



- 16<sup>th</sup> District Court, Livonia, MI – New construction of a 40,000-sf, 2-story facility including courtrooms, probation department, judge's chambers, jury rooms, hearing rooms, secured parking and prisoner lock up cells.

- Pistons Practice Facility, Auburn Hills, MI – Phase I involves converting an existing indoor tennis court into a two-story office space overlooking an open atrium; Phase II, was the renovation of existing office, gymnasium, locker rooms and hydrotherapy facility.

- Macomb County Operations Center, Mt. Clemens, MI – Addition and renovation to existing 26,000-sf facility to create new state-of-the-art Emergency Management and Communications Center centered around a 2-story, 20' x 40' video gallery wall including 24 sheriff dispatch positions.

- Novi Public Library, Novi, MI – New construction of a 53,000-sf, 2-story building including meeting rooms, café, and adult & teen areas. Project included sustainable design features and LEED documentation.

- Troy Fire Station #4, Troy, MI - New construction of a 10,500-sf 3-bay fire station built in two phases to keep existing station fully operational. Scope included offices, kitchen/dining, exercise room, training room and support.



## Mike Cervi

Senior Project Manager

As Project Manager, Mr. Cervi is responsible for the day-to-day operations and contract administration of the project. He is the primary contact with the Owner and single source to coordinate all pre-construction and construction phase work. Mike is responsible for project planning, cost control, scheduling, contract administration and project reporting. With 17 years in the industry, Mike's project experience includes schools, data centers, high-end commercial buildings, and managing interior tenant build outs for commercial and institutional type projects.



Education: Eastern Michigan University, Bachelor of Science, Construction Management

Years' Service: Mike has been with PCI Dailey since 2006.

### Partial Project Experience:



- Detroit Achievement Academy, Detroit, MI – \$15 million renovation of 20,000-sf of existing interiors plus a 33,000-sf addition of a new gymnasium on one end and new classroom addition on the other end. Work was phased to allow continuous occupancy and operation throughout the project.
- Autoliv Tech Center, Auburn Hills, MI – New construction of a \$28 million, 3-story addition of more than 70,000-sf along with demolition and renovation of over 300,000-sf of existing office, testing and R&D space. Work was phased to maintain occupancy and operations throughout construction.
- IBM Watson Health/Truven, Ann Arbor, MI – Interior demolition and re-build of over 130,000-sf of a high-end corporate headquarters building. Interiors included a new fitness center, data center, offices, and new training /conference facility.
- 411 Piquette, Detroit, MI – A \$26 million conversion of a 4-story, 108,000-sf 1920's historic automotive industrial building into 161 multi-family units. Work included complete interior demolition/rebuild, façade repairs, and new utilities.
- DTE Energy Data Center, MI - \$6 million build-out as part of a 9-story mixed use commercial/multifamily high-rise building. Build-out included redundant cooling systems, upgraded power, generator, and UPS systems to an active mission critical data center. Building remained fully operational throughout.
- One Stream, Birmingham, MI – Interior renovation of over 30,000-sf of high-end commercial office space. Work included offices, conference rooms, and two outdoor patio areas (one elevated, one at grade).
- McKinsey and Co, Detroit, MI – Interior build-out of more than 10,000-sf of commercial office space with high-end finishes. Work included offices, conference rooms, and lounge areas for collaboration. Work was completed in a fully occupied high-rise building requiring close coordination.
- Garden City Grow, Garden City, MI – New construction of a \$10 million, 28,000-sf cannabis grow facility, plus a 12,000-sf provisioning retail store. Build-out required extensive mechanical and electrical upgrades.





## Kyle Knoll

VP Estimating / Preconstruction

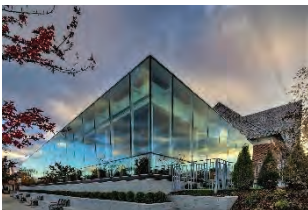
With more than 20 years of experience in the construction industry, Mr. Knoll has held positions as both Estimator and Project Manager. As VP of Estimating / Preconstruction, Kyle is responsible for all budgeting and estimating for the project. He is responsible for qualifying all subcontractors, vendors, and suppliers, developing bid packages, scopes of work, value engineering, and preparation of all bids and cost proposals. Mr. Knoll will remain committed to the project throughout the construction phase by assisting the project team in the pricing of any changes or contemplated revisions to the scope of work.



Education: Eastern Michigan University, Bachelor of Science, Construction Management

Years' Service: Kyle has been with PCI Dailey since 2004.

### Partial Project Experience:



- Schaap Performing Arts Center, Grosse Pointe Park, MI – New ground-up construction of a \$48 million, 50,000-sf performing arts center. Includes a 400-seat theatre, orchestra pit, fly-loft, and state-of-the-art lighting & sound control.
- Detroit Achievement Academy, Detroit, MI – \$15 million renovation of 20,000-sf of existing interiors plus a 33,000-sf addition of a new gymnasium on one end and new classroom addition on the other end. Work was phased to allow continuous occupancy and operation throughout the project.
- Autoliv Tech Center, Auburn Hills, MI – New construction of a \$28 million, 3-story addition of more than 70,000-sf along with demolition and renovation of over 300,000-sf of existing office, testing and R&D space. Work was phased to maintain occupancy and operations throughout construction.
- Birmingham Public Library, Birmingham, MI – Expansion and renovation of existing interiors, circulation desk, common areas, front entry, and lower level. All work is being constructed while the library remains open to the public and fully operational.
- Dearborn Inn Hotel, Dearborn, MI – Complete \$35 million interior demolition and rebuild within a historic 1930's hotel. Renovations include 231 new guestrooms, new restaurant & lounge, lobby, and all new mechanical & electrical systems.
- IBM Watson Health/Truven, Ann Arbor, MI – Interior demolition and re-build of over 130,000-sf of a high-end corporate headquarters building. Interiors included a new fitness center, data center, offices, and new training /conference facility.
- 411 Piquette, Detroit, MI – A \$26 million conversion of a 4-story, 108,000-sf 1920's historic automotive industrial building into 161 multi-family units. Work included complete interior demolition/rebuild, façade repairs, and new utilities.
- Credit Acceptance Corporation, Southfield, MI – Phased construction of a \$28 million renovation of over 260,000-sf of existing office space and converting it into a new corporate headquarters. Work included complete replacement of all major mechanical, electrical, and plumbing equipment & systems.



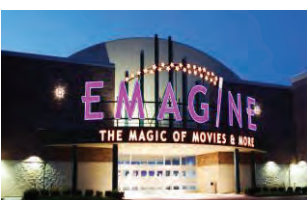
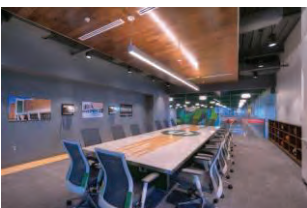
**Adam Mabry**  
Project Superintendent

As Superintendent, Mr. Mabry is responsible for the on-site coordination of trades work and the actual construction of the project. He is responsible for scheduling and coordinating subcontractors' work, monitoring quality control, and ensuring a safe work site. Mr. Mabry works very closely with the Project Manager on the management and administration of the overall project. Adam has more than 21 years of construction experience. He has held the position of Superintendent on a wide variety of construction projects ranging in value from \$1million to over \$30 million.

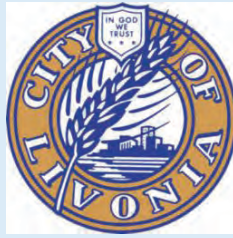


Education: Oakland Community College  
Years' Service: Adam has been with PCI Dailey since 2017

Partial Project Experience:



- Westland Public Library, Westland, MI – New construction of a 6,750-sf addition/expansion along with a complete renovation and upgrade to over 37,000-sf of existing library space. Scope includes new non-fiction area, reading rooms, quiet study rooms, circulation desk and administrative areas.
- Birmingham Public Library, Birmingham, MI – Expansion and renovation of existing interiors, circulation desk, common areas, front entry, and lower level. All work is being constructed while the library remains open to the public and fully operational.
- Canton Township Fire Station #2, Canton, MI – New construction of a 2-story, 12,600-sf fire station built in two phases to keep existing station fully operational. New station includes 3 equipment bays, offices, training area, dormitories, locker rooms, fitness center, commercial kitchen, and new traffic signal.
- United Shore Financial Services, Pontiac, MI – Interior tenant construction of over 135,000-sf within a fully occupied building. Work included office areas, conference & meeting rooms, executive suites, kitchen & dining areas and cutting in a new inter-floor monumental stair between the 2<sup>nd</sup> & 3<sup>rd</sup> floors.
- University Liggett School, Grosse Pointe, MI – Fast-track summer interior demolition and remodel of classrooms including all walls, ceilings, mechanical & electrical fixtures, and equipment.
- High School Renovation, Ashville, NC – Complete demolition and remodel over 50,000-sf of classrooms, hallways, cafeteria, and site work. A phased, ten-month project built on 3 floors of occupied space during the school year.
- Kroger, Brighton, MI – Phased construction consisting of a new 40,000-sf addition along with a full remodel of more than 60,000-sf of existing retail space. All work was closely coordinated and completed with the store fully occupied and in use throughout the duration of the project.
- Imagine Theatre, Canton, MI – New ground up construction of an 18-screen movie theatre including all interior buildout and associated site work.



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**SENIOR WELLNESS CENTER  
AND  
RECREATION CENTER IMPROVEMENTS**

# **SECTION 3**

**WORK PLAN + APPROACH**







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**City of Livonia**  
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## **SECTION 3 – WORK PLAN AND APPROACH**

### **Bidding Approach**

For the past ten years, more than 90% of our projects have been executed under a CM at-risk basis with a Guaranteed Maximum Price contract. PCI Dailey is experienced in this type of delivery, and we believe the collaboration of a team approach is the most efficient and productive.

Our initial role during preconstruction includes immediately jumping into the details of the project to fully understand the intended scope of work and design parameters. This is being an active partner and meeting with the City of Livonia, HRC, and their other consultants to grasp all the variables and prioritize them so that the desired design, budget, and schedule requirements are met. The critical Preconstruction Phase will set the tone for the entire project, and the ability of the Construction Manager to execute this phase will ultimately determine the project's overall success. PCI Dailey has the requisite expertise and experience to ensure this crucial phase goes smoothly.



One of our first responsibilities will be to develop a complete and comprehensive Design Development budget. This will serve as an initial benchmark to verify that the current design and anticipated scope of work falls within the established budget. PCI Dailey has the capability to estimate all divisions of work and cross-check our budgets with select subcontractor input. We have trusted partnerships with key trades to provide feedback and updates on our budgeting. Once complete, the design development budget will allow the construction team to evaluate the need or extent of potential value engineering required to bring the estimated cost within the established budget.

Value engineering, as practiced by PCI Dailey, is a multi-disciplinary review of building systems, constructability, life cycle analysis, and operating and maintenance costs. We are well versed and experienced in value engineering and will evaluate all major building systems and







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components and provide input and recommendations on alternate manufacturers, materials, equipment, installation requirements, construction means and methods, and other ideas to potentially save money while not reducing the quality or value of the project. We will prepare a summary matrix of various VE concepts prioritized and sorted by the greatest impact and savings to the overall project budget. As a team, we will work to incorporate agreed upon VE concepts that will reduce the budget while not compromising design intent or functionality.



Once an approved Design Development budget is established, the Construction Documents (CD) can move forward at full speed. PCI Dailey will be involved throughout this CD process offering input on details and means and methods to ensure the design remains within the approved budget. We update the budget during the completion of CD's, and we are prepared to deliver an accurate and reliable Guaranteed Maximum Price (GMP) upon 75% completion. When the GMP is accepted, work can then be bid out to the trades.

**Solicitation & Bidding the Trade Work**

To ensure a complete scope of work with accurate and competitive pricing from the trades, PCI Dailey will develop a comprehensive list of qualified subcontractors who will be invited to bid on the project.

PCI Dailey enjoys a long-standing reputation as being a professional, fair, and honest Construction Manager. We have built and maintained solid relationships with the strongest subcontractors in Southeast Michigan. We believe it pays to solicit and hire subcontractors who employ quality people with high ethical business practices like ours. We believe they should have a proven track record of performance and customer service and be able to demonstrate financial solvency and the ability to properly staff the job. Our qualification criterion includes relevant project experience, safety record, and the ability to maintain schedule. By working with qualified and reputable trades, it generates aggressive and confident bidding, assuring the Owner a lower





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cost, smoother running, and higher quality project. The bidder's list of proposed subcontractors will be reviewed with the Owner and Architect for potential revisions based on past performance.



It is critically important to ensure we have a complete scope of work purchased for each trade. To accomplish that, PCI Dailey will create detailed summaries of work for each trade to be included in their bid. PCI Dailey will dictate what the trades are to include in each bid and what each trade is responsible for. This allows for a proper analysis and comparison between bidders in our effort to determine the most competitive and responsible bidder.

Upon soliciting and receiving subcontractor bids for the trade contracts, PCI Dailey will prepare a spreadsheet analysis of each trade to review and verify scope, pricing, alternates, and unit pricing to provide an “apples to apples” comparison of quotes. PCI Dailey will evaluate all bids to verify conformance to contract drawings and specifications, understanding of the scope of work and overall project, schedule constraints, material delivery, installation durations, proposed manpower, and the ability to perform.

The analysis and evaluation of all costs and subcontractor bids will be an open book approach with the Owner and its consultants invited and encouraged to participate. PCI Dailey will make a recommendation of award for each trade and execute a subcontract upon approval. Upon each award, the budget and cost reports will be updated to reflect any variances from the budget and distributed to all parties.

*Over 90% of our previous project experience has been done on a Guaranteed Maximum Price basis. Our track record for performance is impeccable.*





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**Communication Method and Plan**

We firmly believe in the motto of “no surprises”. Communication is essential at all levels of the project, and we pride ourselves on timely & accurate reporting and communication. The City of Livonia, HRC, and all team members will have all the necessary information to make proper and timely decisions throughout the process. Our standard reporting package is extremely flexible, allowing customization of information to meet your specific needs. PCI Dailey utilizes Procore project management software to connect all stakeholders to a central cloud-based platform of project reporting. The project team will always have the most up-to-date information at their fingertips.

PCI Dailey will conduct regularly scheduled Owner-Architect-Contractor meetings throughout both the preconstruction and construction phases to keep all parties informed of the project status. Meeting minutes are promptly distributed for record and follow up. In addition, during the construction phase, PCI Dailey will conduct regularly scheduled subcontractor meetings to review and discuss the project schedule, coordination issues, upcoming deliveries, and safety and site cleanliness.

The PCI Dailey approach to the Senior Wellness Center and Recreation Center Improvements can be summed up in three words: **Attention to Detail**. We will attack the details of the job and give this project the proper level of attention it deserves. PCI Dailey will accurately communicate the details to all appropriate team members to ensure all parties are well informed and on the same page with respect to the status of all components and phases of the project.

Efficient construction management and cost control starts the day PCI Dailey joins the project team. Our success is a product of our attention to detail, and we are very proactive in our efforts to help the architect/engineer to design the project within budget.





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**Project Scheduling**

When PCI-Dailey is selected as Construction Manager, we will work with the City Livonia, HRC, and their consultants to help identify and create the most efficient and logical sequence of activities from preconstruction, through construction, move management, and ultimately building occupancy. It will be a collaborative effort to ensure all project goals are satisfied.

Developing detailed preconstruction and construction schedules is something that PCI Dailey is very familiar with and has successfully completed on many past projects. Our experienced staff will develop a Master Project Schedule consisting of all major activities, phasing and milestones required for the overall completion of the project. This will be a comprehensive schedule and it will integrate the design development requirements, governmental approvals, permitting, bid packages, submittal review time, material lead times and construction durations, move-in requirements, and occupancy dates. Our experience clearly shows that a well-planned and detailed project schedule will result in a more productive, coordinated, and proper execution of work.

Each major component of the Master Project Schedule will be broken down and further defined into the necessary level of detail to construct the project. PCI Dailey field staff will create mini-schedules and/or two-week look-ahead schedules that allow easier monitoring of manpower and updating of construction progress. Throughout the Construction Phase, PCI Dailey will monitor and update the Master Project Schedule on a regular basis to highlight the overall completion date and milestone dates to keep the “big picture” in perspective, along with the two-week look-ahead schedules to focus on the immediate activities and interim milestone dates.

We distribute, review, and discuss project schedules on site in our weekly subcontractor coordination meetings. It is in this forum that potential concerns and conflicts are reviewed in detail so that proper steps to address them are implemented immediately.

We take great pride in our ability to produce realistic and useful project schedules. Strict adherence to the schedule is essential for the success of the overall project. Our track record of meeting our clients' schedule goals and requirements is exceptional and is a result of careful planning, continuous updates, and attention to detail.

We have prepared and included herein an initial conceptual schedule which could serve as a starting point for in-depth discussion on phasing, sequencing, and durations of the work.





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The attached conceptual schedule is an initial concept for phasing and the completion of the project. It is somewhat generic at this point given the limited information provided on the scope of work, materials, equipment, phasing, and desired owner FF&E. All of these items will be flushed out during Preconstruction and our project schedules will be updated and refined as we progress.

Currently we have simply broken the project down into:

**1. Phase 1 – Preconstruction**

- Approximately mid-March 2024 to mid-June 2024 (3-month duration)
- Will have 75% complete construction documents in April to develop GMP.
- Development of early bid packages for long-lead items is critical.
  - o MEP equipment & fixtures
  - o Structural steel
  - o Elevator
  - o Curtainwall
- Building permit submission in May 2024

**2. Phase 2 – Construction**

- Approximately June 2024 to June 2025 (12-month duration)
  - o **Zone A – Senior Center addition**
    - New 2-story structure with new covered drop off and entry.
      - a. Convert existing weight room into Kitchen/Dining areas.
      - b. New restrooms on both levels.
      - c. Two new stairs and two new elevators
      - d. New 2<sup>nd</sup> floor within existing footprint for yoga/fitness & multi-purpose rooms.
  - o **Zone B – Renovations to existing Rec Center**
    - Demo interior walls, reconfigure fitness equipment spaces.
      - a. New 2<sup>nd</sup> floor structure within existing running track.
      - b. New monumental stairs from 1<sup>st</sup> to new 2<sup>nd</sup> floor structure.
  - o **Zone C – New gymnasium addition**
    - Relocation of generator and transformer







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**Challenges, Issues, or Concerns**

Every project has its own unique challenges, but transparency with open and honest communication between all team members will keep those challenges from becoming significant problems. PCI Dailey will identify and address project challenges & concerns throughout the critical preconstruction phase so that once under way, the project runs smoothly and efficiently.

Some of those issues include the following:

1. Accurate and reliable budgeting. This will be critical for approval and advancement of the project.
2. Site logistics and temporary protection for the existing facilities. We will need to fully understand the desires and requirements of site logistics to keep existing operations running throughout construction. Realistic expectations need to be determined.
3. Utility coordination. Examine size and location of existing utilities to determine the need for potential revision and/or re-use vs. new.
4. Material procurement and long-lead items. Again, we will identify the materials or equipment that may be problematic to our desired schedule and make recommendations for potential early release and purchase.
5. Working through the winter can be challenging at times. There can be a cost and schedule impact for certain trades. This will be thoroughly reviewed and explored during the preconstruction planning.
6. Available manpower is always a concern, and we will address this issue in our prequalification and pre-bid discussions with subcontractors.
7. Relocation, procurement, and coordination of fitness equipment and FF&E items.
8. Project safety. The project will require careful planning and execution to properly separate and protect the public. We will analyze all potential hazards and create a safety and accident prevention program to address each concern.

PCI Dailey looks forward to working with the project team in solving these challenges.







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**Highest Priority**

Although there are many important items that measure success, we consider our **execution** of the work to be paramount. This includes the proper execution of all responsibilities, starting with the ever-important preconstruction phase, and continuing all the way through construction and occupancy. Planning, effort, diligence, and accountability all play a vital role in the execution of our work. To have a truly successful project, we can't have any missteps along the way.

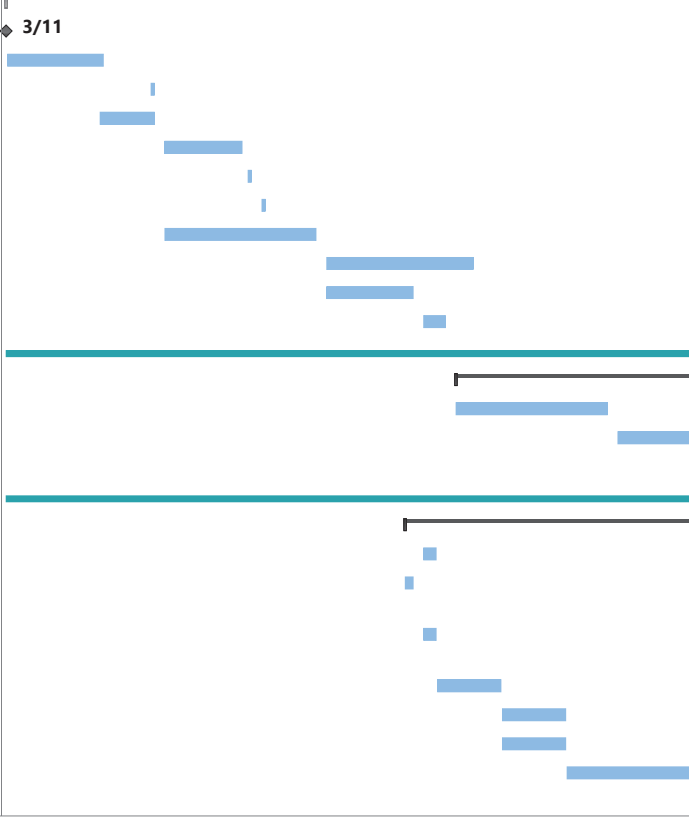
Perhaps a more specific priority would be cost control. Everything we evaluate during the preconstruction phase, every decision the team makes, and everything we do during construction has an associated cost impact. PCI Dailey is dedicated to delivering the project within the approved budget and Guaranteed Maximum Price. We fully understand how critical this is for any project, particularly in the municipal sector.

With respect to overall project schedule, the highest priority must be the early identification and development of initial bid packages for long-lead items. MEP equipment is of particular concern.





Livonia Senior Wellness Center RFP Schedule

| ID | Task Name                                                         | Duration  | Start       | Finish       | March                                                                               | April | May | June | July | Aug |   |   |   |   |
|----|-------------------------------------------------------------------|-----------|-------------|--------------|-------------------------------------------------------------------------------------|-------|-----|------|------|-----|---|---|---|---|
|    |                                                                   |           |             |              | B                                                                                   | M     | E   | B    | M    | E   | B | M | E | B |
| 0  | Livonia Senior Wellness Center                                    | 337 days? | Mon 3/11/24 | Wed 6/25/25  |  |       |     |      |      |     |   |   |   |   |
| 1  | City Council Award/Notice to Proceed                              | 0 days    | Mon 3/11/24 | Mon 3/11/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 2  | Complete Design Development                                       | 15 days   | Tue 3/12/24 | Mon 4/1/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 3  | DD Budget                                                         | 1 day     | Fri 4/12/24 | Fri 4/12/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 4  | 75% CD's + Early Bid Packs                                        | 10 days   | Mon 4/1/24  | Fri 4/12/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 5  | Bid Early Bid Packages                                            | 13 days   | Mon 4/15/24 | Wed 5/1/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 6  | GMP on 75% CD's                                                   | 1 day     | Fri 5/3/24  | Fri 5/3/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 7  | City Council Approval of GMP                                      | 1 day     | Mon 5/6/24  | Mon 5/6/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 8  | 100% Construction Docs                                            | 25 days   | Mon 4/15/24 | Fri 5/17/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 9  | Building Permits                                                  | 24 days   | Mon 5/20/24 | Thu 6/20/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 10 | Bid & Award Balance                                               | 15 days   | Mon 5/20/24 | Fri 6/7/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 11 | Mobilize, Temp Fence, Layout, Soil Erosion                        | 5 days    | Mon 6/10/24 | Fri 6/14/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 12 | Early Site Work                                                   |           |             |              |                                                                                     |       |     |      |      |     |   |   |   |   |
| 13 | Site Work                                                         | 50 days   | Mon 6/17/24 | Fri 8/23/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 14 | ROW Curb Cut/ Site Demo / Grading / UG Utili                      | 25 days   | Mon 6/17/24 | Fri 7/19/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 15 | Sanitary / Storm / Water Detention                                | 15 days   | Mon 7/22/24 | Fri 8/9/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 16 | Final Grade / Concrete Curbs / Base Ashpalt                       | 10 days   | Mon 8/12/24 | Fri 8/23/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 17 | Phase 1 Senior Center Renovation - Zone B                         |           |             |              |                                                                                     |       |     |      |      |     |   |   |   |   |
| 18 | Zone B Construction                                               | 92 days   | Thu 6/6/24  | Fri 10/11/24 |                                                                                     |       |     |      |      |     |   |   |   |   |
| 19 | Senior Center MEP Site Investagations / Ma                        | 3 days    | Mon 6/10/24 | Wed 6/12/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 20 | Owner Equipment / Items for salvage removed/relocated             | 2 days    | Thu 6/6/24  | Fri 6/7/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 21 | Senior Center Zone B Constuction Signage, Wayfinding and Barriers | 3 days    | Mon 6/10/24 | Wed 6/12/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 22 | Temp Road Access / Demolition                                     | 10 days   | Thu 6/13/24 | Wed 6/26/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 23 | Foundations & Footings                                            | 10 days   | Thu 6/27/24 | Wed 7/10/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 24 | Underground MEP                                                   | 10 days   | Thu 6/27/24 | Wed 7/10/24  |                                                                                     |       |     |      |      |     |   |   |   |   |
| 25 | 1st Floor 2nd Floor Structural Steel/Deck &                       | 20 days   | Thu 7/11/24 | Wed 8/7/24   |                                                                                     |       |     |      |      |     |   |   |   |   |
| 26 | Concrete Slab 2nd Story / Stairs                                  | 4 days    | Thu 8/8/24  | Tue 8/13/24  |                                                                                     |       |     |      |      |     |   |   |   |   |

RFP/RFQ Project Schedule

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

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Livonia Senior Wellness Center RFP Schedule

| ID | Task Name                                                            | Duration | Start        | Finish       | March | April | May | June | July | Aug |   |   |   |   |   |   |   |
|----|----------------------------------------------------------------------|----------|--------------|--------------|-------|-------|-----|------|------|-----|---|---|---|---|---|---|---|
|    |                                                                      |          |              |              | B     | M     | E   | B    | M    | E   | B | M | E | B | M | E | B |
| 27 | Slabs Ready Interior Build Out                                       | 1 day    | Wed 8/14/24  | Wed 8/14/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 28 | Rough Framing Build Trades                                           | 5 days   | Thu 8/15/24  | Wed 8/21/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 29 | MEP Overhead / Inwall                                                | 15 days  | Thu 8/22/24  | Wed 9/11/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 30 | Drywall / Basecoat                                                   | 3 days   | Thu 9/12/24  | Mon 9/16/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 31 | Drywall Finish / Sand / Prime Coat                                   | 5 days   | Tue 9/17/24  | Mon 9/23/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 32 | Paint Finish / Trim Complete                                         | 3 days   | Tue 9/24/24  | Thu 9/26/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 33 | Flooring                                                             | 5 days   | Fri 9/27/24  | Thu 10/3/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 34 | Owner Equipment move in space.                                       | 3 days   | Fri 10/4/24  | Tue 10/8/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 35 | Inspections / TCO Zone B                                             | 2 days   | Wed 10/9/24  | Thu 10/10/24 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 36 | Certificate of Occupancy                                             | 1 day    | Fri 10/11/24 | Fri 10/11/24 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 37 | Phase 2 Senior Center Renovation / Addition                          |          |              |              |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 38 | Zone A - Construction                                                | 185 days | Mon 6/10/24  | Fri 2/21/25  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 39 | Senior Center MEP Site Investagations /                              | 12 days  | Mon 6/10/24  | Tue 6/11/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 40 | Senior Center Zone A Constuction Signage, Wayfinding and Barriers    | 3 days   | Mon 6/10/24  | Wed 6/12/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 41 | Certified Building Pad                                               | 5 days   | Thu 6/13/24  | Wed 6/19/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 42 | Foundations & Footings                                               | 15 days  | Thu 6/20/24  | Wed 7/10/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 43 | Underground MEP                                                      | 10 days  | Thu 7/11/24  | Wed 7/24/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 44 | Masonry CMU / Brick - Bearing / Elevators / Stairs / Exterior Veneer | 40 days  | Thu 7/11/24  | Wed 9/4/24   |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 45 | 1st Floor 2nd Floor Structural Steel/Deck & Stair Erect              | 30 days  | Thu 7/25/24  | Wed 9/4/24   |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 46 | 2nd Floor Roof Structural Steel/Deck & Stair Erect                   | 18 days  | Thu 9/5/24   | Mon 9/16/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 47 | Roofing / MEP curbs / Accessories                                    | 8 days   | Tue 9/17/24  | Thu 9/26/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 48 | Concrete Slab 2nd Story / Stairs / Renovation and Addition           | 4 days   | Thu 9/5/24   | Tue 9/10/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 49 | Concrete Slab on Grade / Stairs                                      | 6 days   | Wed 9/11/24  | Wed 9/18/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 50 | Rough Framing Build Trades                                           | 20 days  | Wed 9/11/24  | Tue 10/8/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 51 | MEP Overhead / Inwall                                                | 30 days  | Wed 10/9/24  | Tue 11/19/24 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 52 | Elevator Package Install                                             | 10 days  | Wed 11/20/24 | Tue 12/3/24  |       |       |     |      |      |     |   |   |   |   |   |   |   |

RFP/RFQ Project Schedule

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

Page 2



| ID | Task Name                                               | Duration | Start        | Finish       | March       | April |   |   | May |   |   | June |   |   | July |   |   | Aug |  |  |
|----|---------------------------------------------------------|----------|--------------|--------------|-------------|-------|---|---|-----|---|---|------|---|---|------|---|---|-----|--|--|
|    |                                                         |          |              |              | B           | M     | E | B | M   | E | B | M    | E | B | M    | E | B |     |  |  |
| 53 | Drywall / Basecoat                                      | 20 days  | Wed 11/20/24 | Tue 12/17/24 | <div></div> |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 54 | Drywall Finish / Sand / Prime Coat                      | 15 days  | Wed 12/18/24 | Tue 1/7/25   |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 55 | Paint Finish / Trim Complete                            | 10 days  | Wed 1/8/25   | Tue 1/21/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 56 | Flooring                                                | 10 days  | Wed 1/22/25  | Tue 2/4/25   |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 57 | Owner Equipment move in space.                          | 10 days  | Wed 2/5/25   | Tue 2/18/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 58 | Inspections / TCO Zone A                                | 2 days   | Wed 2/19/25  | Thu 2/20/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 59 | Certificate of Occupancy                                | 1 day    | Fri 2/21/25  | Fri 2/21/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 60 | Phase 3 Gymnasium Addition                              |          |              |              |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 61 | Zone 3 Construction                                     | 301 days | Wed 5/1/24   | Wed 6/25/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 62 | Pre Order Electrical Long Lead Items                    | 1 day    | Wed 5/1/24   | Wed 5/1/24   |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 63 | Gymnasium New Electrical Site Demo/Grading/Pad          | 6 days   | Tue 11/5/24  | Tue 11/12/24 |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 64 | New UG Electrical / Data Conduit Main                   | 3 days   | Wed 11/13/24 | Fri 11/15/24 |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 65 | Install New Concrete Pads Transformer/Generator         | 2 days   | Mon 11/18/24 | Tue 11/19/24 |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 66 | Set Transformer/Generator                               | 3 days   | Tue 2/4/25   | Thu 2/6/25   |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 67 | Pull New Service                                        | 2 days   | Fri 2/7/25   | Mon 2/10/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 68 | Permanent / Gen Power Turnover to Zone A,B and Existing | 2 days   | Fri 2/7/25   | Mon 2/10/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 69 | Demo Existing Service Transformer / G3                  | 3 days   | Tue 2/11/25  | Thu 2/13/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 70 | Site Demo / Grading                                     | 5 days   | Fri 2/14/25  | Thu 2/20/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 71 | Certified Building Pad                                  | 2 days   | Fri 2/21/25  | Mon 2/24/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 72 | Foundations and Footings                                | 3 days   | Tue 2/25/25  | Thu 2/27/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 73 | Load Bearing CMU / Brick Veneer                         | 25 days  | Fri 2/28/25  | Thu 4/3/25   |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 74 | Structural Steel / Deck                                 | 10 days  | Fri 4/4/25   | Thu 4/17/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 75 | Roofing / Accessories                                   | 5 days   | Fri 4/18/25  | Thu 4/24/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 76 | Concrete Slab on Grade                                  | 2 days   | Fri 4/25/25  | Mon 4/28/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 77 | Building Trades                                         | 2 days   | Tue 4/29/25  | Wed 4/30/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |
| 78 | MEP Overhead                                            | 15 days  | Thu 5/1/25   | Wed 5/21/25  |             |       |   |   |     |   |   |      |   |   |      |   |   |     |  |  |

|                          |                 |                                                                                     |                       |                                                                                     |                    |                                                                                       |                 |                                                                                       |
|--------------------------|-----------------|-------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------|
| RFP/RFQ Project Schedule | Task            |  | Inactive Milestone    |  | Start-only         |  | Critical Split  |  |
|                          | Split           |  | Inactive Summary      |  | Finish-only        |  | Progress        |  |
|                          | Milestone       |  | Manual Task           |  | External Tasks     |  | Manual Progress |  |
|                          | Summary         |  | Duration-only         |  | External Milestone |  |                 |                                                                                       |
|                          | Project Summary |  | Manual Summary Rollup |  | Deadline           |  |                 |                                                                                       |
|                          | Inactive Task   |  | Manual Summary        |  | Critical           |  |                 |                                                                                       |



Livonia Senior Wellness Center RFP Schedule

| ID | Task Name                | Duration | Start       | Finish      | March | April | May | June | July | Aug |   |   |   |   |   |   |   |
|----|--------------------------|----------|-------------|-------------|-------|-------|-----|------|------|-----|---|---|---|---|---|---|---|
|    |                          |          |             |             | B     | M     | E   | B    | M    | E   | B | M | E | B | M | E | B |
| 79 | Painting                 | 7 days   | Thu 5/22/25 | Fri 5/30/25 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 80 | Flooring                 | 15 days  | Mon 6/2/25  | Fri 6/20/25 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 81 | Inspections / TCO Zone C | 2 days   | Mon 6/23/25 | Tue 6/24/25 |       |       |     |      |      |     |   |   |   |   |   |   |   |
| 82 | Certificate of Occupancy | 1 day    | Wed 6/25/25 | Wed 6/25/25 |       |       |     |      |      |     |   |   |   |   |   |   |   |

RFP/RFQ Project Schedule

Task

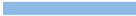
Split

Milestone

Summary

Project Summary

Inactive Task













Inactive Milestone

Inactive Summary

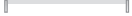
Manual Task

Duration-only

Manual Summary Rollup

Manual Summary













Start-only

Finish-only

External Tasks

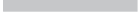
External Milestone

Deadline

Critical













Critical Split

Progress

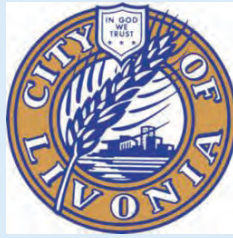
Manual Progress







Page 4



**Response to RFP for CM At-Risk Services**

**SENIOR WELLNESS CENTER  
AND  
RECREATION CENTER IMPROVEMENTS**

# **SECTION 4**

**PROJECT SAFETY & QUALITY CONTROL**







**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**SAFETY PLAN**

A safe job site is of critical importance to both PCI Dailey and the Owner. Safety, productivity, and quality are all interdependent on the project and PCI Dailey will develop a comprehensive Job Specific Safety Program (JSSP) to address all risks associated with the project. We will perform a detailed hazard analysis and develop a job specific accident prevention program emphasizing safety education, personal protection, equipment precautions and safe work practices. We will conduct safety orientations for all tradesmen before they commence work on site and demand full compliance from all subcontractors with our safety inspections and reporting policies.



It is our sincere belief that a clean project represents an organized and safe project. You can't have one without the other. This concept is especially important for this project considering the proximity of the public to the construction areas. We will safely separate the public from construction operations and perform daily cleanup and a visual site survey to eliminate debris and potential hazards.

**Dailey staff safety credentials:**

PCI Dailey places a very high priority on Safety from top management down through all our project personnel. Our credentials include mandatory training for all field staff in the following programs:

- OSHA Compliance Certification
- MIOSHA 10-Hour and 30-Hour Training for Construction
- First Aid and CPR Certification





**Response to RFP for CM At-Risk Services  
City of Livonia  
SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Safety programs with our own forces:**

The key to the success of any safety program is in a comprehensive training plan. This insures that new employees know what is expected of them safety wise and that supervisory personnel make sure the safety program is followed. To keep safety in the forefront of all employees' minds, PCI Dailey has an Employee Safety Awareness Program that routinely reminds all project personnel of their role in job site safety. The Safety Plan provides for both supervisory and new employee initial training and then provides for ongoing safety indoctrination through toolbox meetings, supervisory meetings, and project team meetings.

***PCI Dailey has been recognized for safety achievement with industry awards for the past twelve (12) consecutive years!***



**Safety programs with subcontractors:**

The PCI Dailey project superintendent has prime responsibility for on-site safety. The Subcontractor Program includes the following highlights as detailed in the PCI Dailey Safety Manual:

- Subcontractor Accident Prevention Program including a safety orientation for each new tradesman entering the site.
- Subcontractor meetings, which include at a minimum, weekly toolbox safety meetings and monthly safety meeting with all subcontractors working on the site.
- Comprehensive Subcontractor Agreement Safety Exhibit attached to each subcontract issued.

**Safety Reporting:**

Monthly reporting is prepared for each Project. There is a Monthly Status Report submitted to the Owner and/or Architect summarizing the status of inspections, corrections required, and/or accidents and lost workdays on the Project.





**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**PRE-TASK ANALYSIS AND HAZARD CONTROL PLAN**

The intent of this information is to establish safe work practices and common hazard control measures for preventing personal injury or property damage. PCI Dailey and its Subcontractors will perform their work in accordance with the Project Safety Program and as required by MIOSHA rules and regulations.

Some jobs involve steps, which, if performed incorrectly, can cause injury, illness, or harm to the environment. Others require employees to work with or around hazardous materials or to work under hazardous conditions.

Supervisors, Foreman, and crewmembers need a reliable accurate method of identifying and eliminating or controlling hazards. They need a method to consider all safety factors and personal protective equipment (PPE) needed to perform the task. Pre-Task Analysis is a method to plan and schedule work operations safely to control potential injury and property hazards. One of the most effective methods and tools available to help supervisors protect the health and safety of their employees is a Pre-Task Analysis, or PTA.

Because PTAs identify all the hazards associated with a particular job and specify the measures required to perform the job in the safest and healthiest way, they are an invaluable part of any effective accident prevention program. PTAs can be used to schedule work safely with all the proper PPE needed to perform the task by first considering what is needed to perform the task safely. PTAs will also serve as a guide for the PCI Dailey team observing Subcontractor performance.

We consider all safety factors during the planning and scheduling of work operations to control potential injury and property damage hazards. The Pre-Task Analysis (PTA) should involve the PCI Dailey Safety Coordinator or Superintendent and the Subcontractor Safety Representative or Foreman when possible. The Pre-Task Analysis shall at a minimum comply with this Safety Program, MIOSHA, and all applicable Federal, State, and Local regulations. PCI Dailey has developed a Pre-Task Analysis Form for use by the Subcontractors on our projects. This form must be completed prior to the start of work and reviewed by the PCI Dailey Safety Coordinator or Superintendent. Once the form is reviewed, and the information identified in the PTA is acceptable, the Subcontractor may begin work.















**Response to RFP for CM At-Risk Services**  
**City of Livonia**  
**SENIOR WELLNESS CENTER AND RECREATION CENTER IMPROVEMENTS**

**Quality Assurance**

All employees of PCI Dailey are guided by quality in our decisions and actions each and every day. We realize that our success depends upon achieving our quality goals by:

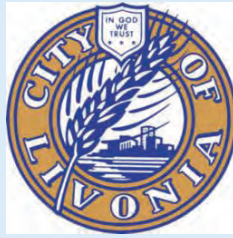
- Promoting a work ethic which is predicated upon quality and safety first.
- Promoting construction excellence via the usage of the best construction management practices and processes within the core activities of the company.
- Providing all employees with the training, tools, and resources necessary to perform their job in the most efficient manner possible.
- Understanding that quality assurance begins with a plan prior to construction and is then controlled by monitoring the results of the plan during construction.
- Ensuring that all employees and subcontractors know what is expected of them and making sure that they perform correctly the first time.

PCI Dailey has had a written quality control policy for more than twenty years. We believe Quality Control starts with the proper attitude and mindset to “do it right the first time”. Our policy is implemented on each project; however, our quality control policy can perhaps be summed up in the two guiding principles that each of our project staff members subscribe to:

1. Have an intimate knowledge of the construction documents, plans and specifications.
2. Know our subcontractor’s scope of work as well as, or better than, they do.

These two simple principles work extremely well in preventing work being put in place that does not conform to the project requirements. In short, quality control starts well before the actual construction in the field. It starts in the preconstruction, design phase, subcontractor solicitation and bid process and continues through shop drawings, submittals, fabrication of material, and finally installation. By having a thorough and intimate knowledge of the project documents and the individual subcontractor’s scope of work, we prevent poor quality installation before it happens. This provides the highest level of assurance that the project is being properly constructed thus minimizing punch list work and the potential for defects or warranty callbacks after completion.





**Response to RFP for CM At-Risk Services**

**SENIOR WELLNESS CENTER  
AND  
RECREATION CENTER IMPROVEMENTS**

# **SECTION 5**

**PROPOSAL FORMS**



City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

## PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

### 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): 01, (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.

### PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Contract, it will submit to the City any required type of guarantee (i.e. irrevocable letter of credit or cash deposit or Labor and Material and Performance Bond(s)).

### 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:**

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

**PCI DAILEY**  
\_\_\_\_\_  
Company Name

**21717 Republic Avenue**  
\_\_\_\_\_  
Address

**Oak Park, MI 49237**  
\_\_\_\_\_  
City State Zip

  
\_\_\_\_\_  
Signature of Person Authorized to Sign

**Stephen R. Dailey**  
\_\_\_\_\_  
Printed Name

**Vice President**  
\_\_\_\_\_  
Title

**38-2489745**  
\_\_\_\_\_  
Federal Tax ID

**For clarification of this offer, contact:**

**Stephen R. Dailey**  
\_\_\_\_\_  
Printed Name

**(248) 736-8522**  
\_\_\_\_\_  
Phone

**sdailey@pcidailey.com**  
\_\_\_\_\_  
E-mail

Addendum No. 1 – Senior Wellness Center Facility and Recreation Center Improvements Construction Manager at Risk Services

Recreation center addition: 1st floor addition is 12,452 sf.

Recreation center renovation: 1st floor renovation is 25,021 sf.

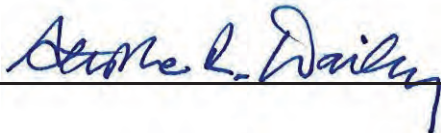
Recreation center renovation: 2nd floor renovation is 8,860 sf.

17. *It was noted that the RFP team would be part of the CRM subcontractor bid solicitation and review process. How does the RFP team anticipate that process working?* The construction bidding and sub-contractor selection phase is described on Page 7, Section 6.1.2. The City also intends to use AIA Document A133-2019 as the standard form of agreement, in which Article 9 further describes bid requirements and subcontract agreements.

The due date for receipt of proposals remains as January 23, 2024. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response.

*ADDENDUM NO. 1 – SENIOR WELLNESS CENTER FACILITY AND RECREATION CENTER IMPROVEMENTS CONSTRUCTION MANAGER AT RISK SERVICES - ACKNOWLEDGEMENT*

Company Name: PCI Dailey

Signature: 

Title: Vice President

Print Name: Stephen R. Dailey Date: Jan 23, 2024

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

## REFERENCES

Three references are required for each category below. Reference submissions must be marked by category (total of 6 references).

- A. Owner References: Provide three (3) Owner references where your firm has provided CMR services over the past five (5) years.
- B. Architecture References: Provide three (3) Architecture/Engineering references with whom firm has worked while engaged as CMR over the past five (5) years.

COMPANY NAME: PCI DAILEY

|                                                                                                               |                                      |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Reference Company Name:</b> City of Port Huron                                                             |                                      |
| <b>City/State:</b>                                                                                            | Port Huron, MI                       |
| <b>Summary of Work Performed:</b><br><br>New construction and renovation on Fire Station and Central Command. |                                      |
| <b>Dates of Service:</b> 2022-present                                                                         |                                      |
| <b>Company Contact Person:</b> Corey Nicholson                                                                | <b>Title:</b> Fire Chief             |
| <b>Phone Number:</b> 810-984-9750                                                                             | <b>Email:</b> nicholsc@porthuron.org |

|                                                                                                     |                                                    |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>Reference Company Name:</b> CBRE                                                                 |                                                    |
| <b>City/State:</b>                                                                                  | Southfield, MI                                     |
| <b>Summary of Work Performed:</b><br><br>Multiple large-scale projects ranging from \$1MM to \$50MM |                                                    |
| <b>Dates of Service:</b> 2018-present                                                               |                                                    |
| <b>Company Contact Person:</b> Scott Cave                                                           | <b>Title:</b> Senior Director – Project Management |
| <b>Phone Number:</b> 248-914-3184                                                                   | <b>Email:</b> scott.cave@cbre.com                  |

|                                                                                                     |                                        |
|-----------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Reference Company Name:</b> The Platform                                                         |                                        |
| <b>City/State:</b>                                                                                  | Detroit, MI                            |
| <b>Summary of Work Performed:</b><br><br>Multiple large-scale projects ranging from \$1MM to \$40MM |                                        |
| <b>Dates of Service:</b> 2016-present                                                               |                                        |
| <b>Company Contact Person:</b> Patrick Meehan                                                       | <b>Title:</b> Executive VP of Const.   |
| <b>Phone Number:</b> 313-204-2950                                                                   | <b>Email:</b> pmeehan@theplatform.city |



City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

**REFERENCES – CONTINUED****COMPANY NAME:** PCI DAILEY

|                                   |                                                                   |               |                               |
|-----------------------------------|-------------------------------------------------------------------|---------------|-------------------------------|
| <b>Reference Company Name:</b>    | <b>Kraemer Design Group</b>                                       |               |                               |
| <b>City/State:</b>                | <b>Detroit, MI</b>                                                |               |                               |
| <b>Summary of Work Performed:</b> | <b>Multiple large-scale projects ranging from \$1MM to \$40MM</b> |               |                               |
| <b>Dates of Service:</b>          | <b>2015-present</b>                                               |               |                               |
| <b>Company Contact Person:</b>    | <b>Robert Kraemer</b>                                             | <b>Title:</b> | <b>Principal</b>              |
| <b>Phone Number:</b>              | <b>313-433-4112</b>                                               | <b>Email:</b> | <b>bob@thekraemeredge.com</b> |

|                                   |                                                                                    |               |                                |
|-----------------------------------|------------------------------------------------------------------------------------|---------------|--------------------------------|
| <b>Reference Company Name:</b>    | <b>Neumann/Smith Architecture</b>                                                  |               |                                |
| <b>City/State:</b>                | <b>Southfield, MI</b>                                                              |               |                                |
| <b>Summary of Work Performed:</b> | <b>Multiple high-end and large-scale projects ranging from \$500,000 to \$50MM</b> |               |                                |
| <b>Dates of Service:</b>          | <b>1990-present</b>                                                                |               |                                |
| <b>Company Contact Person:</b>    | <b>Joel Smith</b>                                                                  | <b>Title:</b> | <b>President</b>               |
| <b>Phone Number:</b>              | <b>248-302-4680</b>                                                                | <b>Email:</b> | <b>JSmith@neumannsmith.com</b> |

|                                   |                                                                                                    |               |                                |
|-----------------------------------|----------------------------------------------------------------------------------------------------|---------------|--------------------------------|
| <b>Reference Company Name:</b>    | <b>Integrated Design Solutions (IDS)</b>                                                           |               |                                |
| <b>City/State:</b>                | <b>Troy, MI</b>                                                                                    |               |                                |
| <b>Summary of Work Performed:</b> | <b>Multiple high-end and large-scale projects together. Architecture and MEP Engineering firm.</b> |               |                                |
| <b>Dates of Service:</b>          | <b>2014-present</b>                                                                                |               |                                |
| <b>Company Contact Person:</b>    | <b>Dominic Paone</b>                                                                               | <b>Title:</b> | <b>Senior Vice President</b>   |
| <b>Phone Number:</b>              | <b>586-491-7676</b>                                                                                | <b>Email:</b> | <b>dpaone@ids-michigan.com</b> |

City of Livonia  
RFP – Senior Wellness Center CMR  
December 19, 2023

**LIST OF CURRENT PROJECTS**  
**(Attach additional copies of this page if necessary)**

COMPANY NAME: PCI DAILEY

| Customer                        | Project Description          | Start Date | End Date |
|---------------------------------|------------------------------|------------|----------|
| Quality Roots, Inc.             | Interior build-out/remodel   | Jul-23     | Mar-24   |
| Brushery, P.L.L.C.              | Interior build-out/remodel   | Aug-23     | Mar-24   |
| City of Birmingham              | Expansion/renovation         | Jul-23     | Apr-24   |
| Vitesco Technologies USA, LLC   | Interior build-out/remodel   | Oct-23     | Apr-24   |
| City of Port Huron              | New central command building | Jan-23     | May-24   |
| BoA/CBRE                        | Interior build-out/remodel   | Sep-23     | May-24   |
| McClellan/IFF                   | New building                 | Oct-23     | Jun-24   |
| Hanon Systems                   | New building                 | May-23     | Aug-24   |
| Oxford Community Schools        | Interior build-out/remodel   | Oct-23     | Sep-24   |
| GBB Properties LLC              | Interior build-out/remodel   | Oct-23     | Sep-24   |
| 411 Piquette LLC/The Platform   | Demo, gut & remodel          | Apr-23     | Oct-24   |
| Ford Motors Land Development    | Demo, gut & remodel          | Aug-23     | Dec-24   |
| Merchants/Method River, LLC     | Interior build-out/remodel   | Sep-23     | Dec-24   |
| The Beauton                     | New building                 | Jun-23     | Jan-25   |
| Schaap/Urban Renewal Initiative | New building                 | Aug-23     | Jul-25   |

City of Livonia

RFP – Senior Wellness Center CMR

December 19, 2023

(Attach additional copies of this page if necessary)

COMPANY NAME: **PCI DAILEY**

[illegible]



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

THE OWNER:  
(Name, legal status and address)

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

THE ARCHITECT:  
(Name, legal status and address)

Hubbell, Roth, & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302-0360

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully

set forth in both. Conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

- .1 the specific shall govern over the general;
- .2 specified dimensions shown on the Drawing shall govern, even though they may differ from dimensions scaled on the Drawings, if any;
- .3 drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard details;
- .4 Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail;
- .5 documents of later date shall always govern; except that
- .6 the Agreement shall govern over all other documents, regardless of their dates.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### ARTICLE 2 OWNER

#### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

#### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court

or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express

authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities, for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

- .1 Utilities or other services which are shown on surveys, or not shown but encountered or otherwise found, shall be protected by the Contractor from any damage from any Work and operations under the Contract Documents, unless or until they are abandoned. Except for utilities or other services that are not shown on surveys and were not previously encountered or otherwise found by Contractor or anyone working for or on behalf of the Contractor: (i) unless or until they are abandoned, or to be abandoned, the Contractor shall immediately repair, or cause the responsible party to repair, any damage from the Work or operations and restore the utilities and services to an equal or better condition than that which existed prior to the damage or disruption; (ii) the cost of repair of such utilities and services shall be borne solely by the responsible party.
- .2 To the extent practical, the Contractor shall be entitled to tie into the Owner's existing water and sewer facilities without charge as to any usage in connection with the Work.
- .3 No one except the Owner is permitted to connect to or activate any utility services in any building or facility owned or occupied by the Owner. When such connection or activation services are required, the Owner shall be contacted, and unless otherwise specifically provided in the Contract Documents all such work shall be performed by Owner's personnel. In all cases, the Contractor shall give notice of the need for such services, to the Owner, in a timely manner (at least seventy-two [72] hours in advance) in order to avoid delays to the Project's progress.

§ 3.4.5 The Contractor shall cause pre-purchased equipment and material to be delivered to the Project Site or temporarily stored to assure coordination with other trades. The Contractor shall be responsible to verify that such equipment is in accordance with the Specifications.

§ 3.4.6 To the extent practicable, materials and equipment will be delivered to the Project site in original containers or wrappings. Used materials or equipment will not be permitted to be incorporated into the Work without the written approval of the Architect and the Owner or unless specifically permitted or required by the Contract Documents. The Architect and the Owner shall have the right to have any such improperly used materials or equipment removed from the Project site or completed Work whenever detected. The Architect's or Owner's failure to detect such used materials or equipment shall not relieve the Contractor of its obligations under this paragraph. Neither the Architect nor the Owner shall have any obligation to inspect for or improperly detect used materials or equipment.

§ 3.4.7 All members of the Construction Team shall cooperate with each other and with any separate contractors or persons employed by the Owner. Each of these parties shall correlate their Work and activities with the Work of

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others, and in the case of disagreements as to the proper procedure, sequence of Work, use of space, responsibility for damage, or other matters related to the Work, the parties involved shall abide by the Contractor's decision as to the procedure to be followed.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor shall perform warranty inspection immediately prior to the expiration of all applicable warranties.

§ 3.5.4 The Contractor shall perform ongoing analysis of the performance of the constructed building for a period of no less than 12 months upon construction completion. The analysis must be in the form of a quarterly report and shall include, but not be limited to, an analysis of the performance of the facility and all of its systems versus the design criteria to ensure the facility properly performs to meet the minimum design criteria. The Contractor shall provide corrective action report if the facility does not perform as required to ensure compliance with the project requirements.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect. Construction Schedule shall be in a detailed critical path method format satisfactory to the Owner which shall also: (i) provide a graphic representation coordinating and sequencing all activities and events that will occur during performance of the Work; (ii) set forth Milestone Dates.

§ 3.10.4 Upon review and acceptance by the Owner, the Construction Schedule shall be deemed part of the Contract Documents and shall not be subject to change except in accordance with Section 8.3 and Article 7. If it is not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Architect and resubmitted for acceptance.

- .1 The Construction Schedule, subject to any Modification granted in accordance with the Agreement, shall constitute the Contractor's scheduling commitment to the Owner. It shall also serve as the basis for the Contractor's Contract Sum or Guaranteed Maximum Price.
- .2 The accepted Construction Schedule shall be updated (i) monthly to compare actual progress with projected progress and (ii) at any other time if requested by the Owner. The updated Construction Schedule shall reflect the status of the Project's progress at the date of update and the Contractor's planned progress of remaining portions of the Work.
- .3 The sequence of activities in the Construction Schedule will reflect the Contractor's intended approach to the execution of and completion of the Work.
- .4 The Owner's or the Architect's review of Construction Schedule shall not constitute or imply the acceptance of or relieve the Contractor of the responsibility for the means, methods, sequences, techniques or procedures used in the performance of the Work.
- .5 The updated Construction Schedule will identify the actual start and finish dates of all activities completed and the actual start date and remaining duration of all activities in progress.

§ 3.10.5 The Contractor shall proceed in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Construction Time or any Milestone Date or the Contract Sum or Guaranteed Maximum Price unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not

expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule, mutually agreed by the Architect and Contractor or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner has specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the



Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 3 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 3-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Systems Readiness. The Contractor shall, in the company of the Architect and the Owner's maintenance personnel, observe the Subcontractors' evaluation of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.

§ 5.3.2 Contractor and Subcontractors' Warranty Acknowledgment. The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to the Owner, the following Warranty Acknowledgment before a Certificate of Final Completion is issued:

#### **Warranty Acknowledgment**

(Name of Subcontractor) ("Contractor") warrants that all of its Work complies with the requirements of the Contract Documents. If, within one (1) year after the date of Substantial Completion of the Work or designated portion of the Work, any of Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner. This one (1) year period shall be extended (i) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work, and (ii) with respect to warranty work for an additional one (1) year period following each correction. This obligation shall survive acceptance of the Work and termination of our contract.

This Warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time which any proceeding may be commenced.

### § 5.3.3 Products.

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To the extent a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall require the Subcontractor to present an affidavit from the manufacturer when requested by the Owner or required in the Specifications, certifying that the product complies with the particular Standard or Specification. When requested by the Owner or specified, support test data shall be submitted to substantiate compliance.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate

Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the costs will be allocated among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Any proposed changes in the work that cause an increase the Guaranteed Maximum Price above the authorized amount set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council as an amendment to the Guaranteed Maximum Price prior to authorization to commencement of the proposed changes in work.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner's representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; then the Contract Time shall be extended for such reasonable time.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to

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substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment;

or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 The amount of the Final Payment shall be the Contract Sum or Guaranteed Maximum Price less the amount paid to date. If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall immediately reimburse the difference to the Owner.

§ 9.10.7 Project Closeout. The requirements for Project Closeout begin at the start of a project. This section outlines the integration of the closeout process into the construction phase. Project closeout requirements will be governed by the specifications and generally comprise of the following:

- Certificate of Substantial Completion [by the Architect]
- Certificate of occupancy, including proof of all final [closed] inspection permits
- Operation & Maintenance Manuals
- As-Built (Record) Drawings
- Training of Owner's Personnel
- Attic Stock Materials
- Documents – Warranty, Asbestos free, Smoke & Flame Spread, etc.
- Punchlist Completion (signed by the Architect and the Owner)
- Copies of Shop Drawings, Product Data and Samples

§ 9.10.7.1 Operations and Maintenance Manuals and Training

- .1 Upon reaching seventy-five percent (75%) completion according to the Subcontractor's Application for Payment, The Contractor shall cause Subcontractors to submit to the Owner via the Contractor Operations and Maintenance Manuals and record copies of submittals.
- .2 The Contractor shall cause Subcontractors to schedule and conduct training for Owner personnel as specified. Training sessions shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. Each Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to the Contractor in the same quantities required for the Operations and Maintenance Manuals.

§ 9.10.7.2 As-Built (Record) Drawings

- .1 The Contractor shall cause all Subcontractors to review As-Built Drawings with the Contractor on a weekly basis.
- .2 Where the governmental and/or municipal agency/agencies having jurisdiction over the Project requires a certified (signed and sealed by a Registered Professional Engineer) set of civil and utilities As-Built Drawings of the Project, the Contractor shall deliver to the agency/agencies the necessary As-Built Drawings that is acceptable to the agency/agencies and provide one copy to the Owner.

§ 9.10.7.3 Attic Stock Materials

- .1 Upon reaching ninety percent (90%) completion according to the Subcontractor's application for payment, the Contractor shall cause the Subcontractors to turn over to the Owner via the Contractor all stock parts and attic stock materials.

§ 9.10.7.4 Documents – Warranty, Asbestos Free, Smoke & Fire Spread, etc.

- .1 Upon reaching ninety percent (90%) completion, according to the Subcontractor's Application for Payment, the Contractor shall cause the Subcontractors to submit to the Owner via the Contractor all required documents.

§ 9.10.7.5 Punchlist

- .1 One (1) week before Substantial Completion, Subcontractors shall submit to the Contractor a complete Punchlist and a list of incomplete items. The list shall include room number, description of work, and date for completion.
- .2 The Contractor shall review the Subcontractor's list and add items, if necessary.
- .3 Punchlists prepared by the Architect or Owner will be distributed to the Subcontractors. Subcontractors will be given the opportunity to complete the items within fourteen (14) days of receipt of lists. Upon completion, the Subcontractor shall conduct a walk-through with the Contractor, Architect, and Owner to confirm satisfactory completion.
- .4 The final acceptance of all Punchlist and incomplete work items is subject to the approval of the Architect or Owner.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.



#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 This Section intentionally omitted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents; the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. This section intentionally omitted.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. This section intentionally omitted.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### §11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

If, within the stipulated warranty period in Section 5.3.2, and after the date of (i) Substantial Completion and acceptance of the Work or any designated portion thereof or (ii) the completion of Work not finished at Substantial Completion, or within the terms of an applicable special warranty required by the Contract Documents (the "Correction Period"), any of the Work is found by the Owner to be Defective, the Contractor shall, without interfering materially with the Owner's facilities, personnel or operations, promptly cause it to be corrected, unless the Owner has previously specifically accepted such defect in writing. The Contractor shall bear all costs of correcting rejected Work, without increase in the Guaranteed Maximum Price, and without use of any contingency, including any additional testing and inspections made necessary thereby. These obligations shall apply regardless of whether such Work has been fabricated, installed, or completed and shall survive acceptance of the Work and termination of the Agreement.

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

#### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## § 13.5 Interest

This Section intentionally omitted.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Any claims for additional cost above the Guaranteed Maximum Price set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council (at Council's discretion) as an amendment to the Guaranteed Maximum Price.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any claims for additional time that increase the Guaranteed Maximum Price set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council (at Council's discretion) as an amendment to the Guaranteed Maximum Price.



§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

*(Paragraph deleted)*

### § 15.3 Litigation

§ 15.3.1 Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the Contractor's claims, demands and causes of action for additional construction costs delay damages, and other amounts owed hereunder, shall be brought and venued in the Wayne County Circuit Court in Detroit, Michigan. The Contractor hereby consents to personal jurisdiction in that venue and waives any defenses that the Contractor might otherwise have relating thereto.

§ 15.3.2 Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the Owner and the Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the Contractor hereafter may assert against the Owner for additional construction costs, delay damages, and other amounts.

# Additions and Deletions Report for AIA® Document A201® – 2017

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PAGE 1

Senior Wellness Center facility and Recreation Center Improvements  
Construction Manager at Risk Services  
Livonia, Michigan

...

City of Livonia  
33000 Civic Center Drive  
Livonia, MI 48154

...

Hubbell, Roth, & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302-0360

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§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

- .1 the specific shall govern over the general;
- .2 specified dimensions shown on the Drawing shall govern, even though they may differ from dimensions scaled on the Drawings, if any;
- .3 drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard details;
- .4 Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail;
- .5 documents of later date shall always govern; except that
- .6 the Agreement shall govern over all other documents, regardless of their dates.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 3.4.4 In all cases involving utilities, unless the Contract Documents specifically provide otherwise, it shall be the Contractor's responsibility to coordinate the Work with the owners of such utilities, for the protection of such utilities and for the safety associated with working with or in the vicinity of such utilities. The Contractor shall coordinate any work required by private and/or public utility companies to provide utilities to the Work and/or shall coordinate relocation of utilities as required by the Work. Any reference to the Owner being responsible for the coordination of, the paying for, or the relocation of any utility or associated equipment, which it does not own or control, requires only reasonable efforts by the Owner to coordinate such activity.

- .1 Utilities or other services which are shown on surveys, or not shown but encountered or otherwise found, shall be protected by the Contractor from any damage from any Work and operations under the Contract Documents, unless or until they are abandoned. Except for utilities or other services that are not shown on surveys and were not previously encountered or otherwise found by Contractor or anyone working for or on behalf of the Contractor: (i) unless or until they are abandoned, or to be abandoned, the Contractor shall immediately repair, or cause the responsible party to repair, any damage from the Work or operations and restore the utilities and services to an equal or better condition than that which existed prior to the damage or disruption; (ii) the cost of repair of such utilities and services shall be borne solely by the responsible party.
- .2 To the extent practical, the Contractor shall be entitled to tie into the Owner's existing water and sewer facilities without charge as to any usage in connection with the Work.
- .3 No one except the Owner is permitted to connect to or activate any utility services in any building or facility owned or occupied by the Owner. When such connection or activation services are required, the Owner shall be contacted, and unless otherwise specifically provided in the Contract Documents all such work shall be performed by Owner's personnel. In all cases, the Contractor shall give notice of the need for such services, to the Owner, in a timely manner (at least seventy-two [72] hours in advance) in order to avoid delays to the Project's progress.

§ 3.4.5 The Contractor shall cause pre-purchased equipment and material to be delivered to the Project Site or temporarily stored to assure coordination with other trades. The Contractor shall be responsible to verify that such equipment is in accordance with the Specifications.

§ 3.4.6 To the extent practicable, materials and equipment will be delivered to the Project site in original containers or wrappings. Used materials or equipment will not be permitted to be incorporated into the Work without the written approval of the Architect and the Owner or unless specifically permitted or required by the Contract Documents. The Architect and the Owner shall have the right to have any such improperly used materials or equipment removed from the Project site or completed Work whenever detected. The Architect's or Owner's failure to detect such used materials or equipment shall not relieve the Contractor of its obligations under this paragraph. Neither the Architect nor the Owner shall have any obligation to inspect for or improperly detect used materials or equipment.

§ 3.4.7 All members of the Construction Team shall cooperate with each other and with any separate contractors or persons employed by the Owner. Each of these parties shall correlate their Work and activities with the Work of others, and in the case of disagreements as to the proper procedure, sequence of Work, use of space, responsibility for damage, or other matters related to the Work, the parties involved shall abide by the Contractor's decision as to the procedure to be followed.

§ 3.5.1 The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or

insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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§ 3.5.3 The Contractor shall perform warranty inspection immediately prior to the expiration of all applicable warranties.

§ 3.5.4 The Contractor shall perform ongoing analysis of the performance of the constructed building for a period of no less than 12 months upon construction completion. The analysis must be in the form of a quarterly report and shall include, but not be limited to, an analysis of the performance of the facility and all of its systems versus the design criteria to ensure the facility properly performs to meet the minimum design criteria. The Contractor shall provide corrective action report if the facility does not perform as required to ensure compliance with the project requirements.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, schedule or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Construction Schedule shall be in a detailed critical path method format satisfactory to the Owner which shall also: (i) provide a graphic representation coordinating and sequencing all activities and events that will occur during performance of the Work; (ii) set forth Milestone Dates.

§ 3.10.4 Upon review and acceptance by the Owner, the Construction Schedule shall be deemed part of the Contract Documents and shall not be subject to change except in accordance with Section 8.3 and Article 7. If it is not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Architect and resubmitted for acceptance.

- .1 The Construction Schedule, subject to any Modification granted in accordance with the Agreement, shall constitute the Contractor's scheduling commitment to the Owner. It shall also serve as the basis for the Contractor's Contract Sum or Guaranteed Maximum Price.
- .2 The accepted Construction Schedule shall be updated (i) monthly to compare actual progress with projected progress and (ii) at any other time if requested by the Owner. The updated Construction Schedule shall reflect the status of the Project's progress at the date of update and the Contractor's planned progress of remaining portions of the Work.
- .3 The sequence of activities in the Construction Schedule will reflect the Contractor's intended approach to the execution of and completion of the Work.
- .4 The Owner's or the Architect's review of Construction Schedule shall not constitute or imply the acceptance of or relieve the Contractor of the responsibility for the means, methods, sequences, techniques or procedures used in the performance of the Work.
- .5 The updated Construction Schedule will identify the actual start and finish dates of all activities completed and the actual start date and remaining duration of all activities in progress.

§ 3.10.5 The Contractor shall proceed in accordance with the critical path set forth in the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delays or potential delays. If any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Construction Time or any Milestone Date or the Contract Sum or Guaranteed Maximum Price unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

PAGE 19

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal ~~schedule approved schedule, mutually agreed by the Architect and Contractor~~ or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

...

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner ~~and the Architect~~ will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner ~~and the Architect~~ shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner ~~and Architect~~ have ~~has~~ specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

PAGE 20

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do ~~so~~ so, and the Owner shall be entitled to reimbursement from the Contractor.

PAGE 21

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge ~~of~~ of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change ~~Directives~~ Directives and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ 3 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day~~ 3-day period shall constitute notice of no reasonable objection.

PAGE 23

§ 5.3.1 Systems Readiness. The Contractor shall, in the company of the Architect and the Owner's maintenance personnel, observe the Subcontractors' evaluation of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.

§ 5.3.2 Contractor and Subcontractors' Warranty Acknowledgment. The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to

the Owner, the following Warranty Acknowledgment before a Certificate of Final Completion is issued:

**Warranty Acknowledgment**

(Name of Subcontractor) ("Contractor") warrants that all of its Work complies with the requirements of the Contract Documents. If, within one (1) year after the date of Substantial Completion of the Work or designated portion of the Work, any of Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner. This one (1) year period shall be extended (i) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work, and (ii) with respect to warranty work for an additional one (1) year period following each correction. This obligation shall survive acceptance of the Work and termination of our contract.

This Warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time which any proceeding may be commenced.

§ 5.3.3 Products.

To the extent a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall require the Subcontractor to present an affidavit from the manufacturer when requested by the Owner or required in the Specifications, certifying that the product complies with the particular Standard or Specification. When requested by the Owner or specified, support test data shall be submitted to substantiate compliance.

PAGE 24

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

PAGE 25

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Architect will allocate the cost~~ costs will be allocated among those responsible.

...

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Any proposed changes in the work that cause an increase the Guaranteed Maximum Price above the authorized amount set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council as an amendment to the Guaranteed Maximum Price prior to authorization to commencement of the proposed changes in work.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~ Owner's representative shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~ Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...



§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect-Owner~~. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

PAGE 27

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or ~~(5) by other causes that the Contractor asserts, and the Architect determines, justify delay,~~ then the Contract Time shall be extended for such reasonable time as the Architect ~~may determine time.~~

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect-Owner~~. This schedule, unless objected to by the ~~Architect-Owner~~, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the ~~Architect-Owner~~ may require, and unless objected to by the ~~Architect-Owner~~, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

PAGE 29

.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents.

...

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents~~, Documents and shall so notify the Architect.

PAGE 30

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended ~~appropriately~~ appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

PAGE 32

§ 9.10.6 The amount of the Final Payment shall be the Contract Sum or Guaranteed Maximum Price less the amount paid to date. If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall immediately reimburse the difference to the Owner.

§ 9.10.7 Project Closeout. The requirements for Project Closeout begin at the start of a project. This section outlines the integration of the closeout process into the construction phase. Project closeout requirements will be governed by the specifications and generally comprise of the following:

Certificate of Substantial Completion [by the Architect]  
Certificate of occupancy, including proof of all final [closed] inspection permits  
Operation & Maintenance Manuals  
As-Built (Record) Drawings  
Training of Owner's Personnel  
Attic Stock Materials

Documents – Warranty, Asbestos free, Smoke & Flame Spread, etc.  
Punchlist Completion (signed by the Architect and the Owner)  
Copies of Shop Drawings, Product Data and Samples

#### § 9.10.7.1 Operations and Maintenance Manuals and Training

- .1 Upon reaching seventy-five percent (75%) completion according to the Subcontractor's Application for Payment, The Contractor shall cause Subcontractors to submit to the Owner via the Contractor Operations and Maintenance Manuals and record copies of submittals.
- .2 The Contractor shall cause Subcontractors to schedule and conduct training for Owner personnel as specified. Training sessions shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. Each Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to the Contractor in the same quantities required for the Operations and Maintenance Manuals.

#### § 9.10.7.2 As-Built (Record) Drawings

- .1 The Contractor shall cause all Subcontractors to review As-Built Drawings with the Contractor on a weekly basis.
- .2 Where the governmental and/or municipal agency/agencies having jurisdiction over the Project requires a certified (signed and sealed by a Registered Professional Engineer) set of civil and utilities As-Built Drawings of the Project, the Contractor shall deliver to the agency/agencies the necessary As-Built Drawings that is acceptable to the agency/agencies and provide one copy to the Owner.

#### § 9.10.7.3 Attic Stock Materials

- .1 Upon reaching ninety percent (90%) completion according to the Subcontractor's application for payment, the Contractor shall cause the Subcontractors to turn over to the Owner via the Contractor all stock parts and attic stock materials.

#### § 9.10.7.4 Documents – Warranty, Asbestos Free, Smoke & Fire Spread, etc.

- .1 Upon reaching ninety percent (90%) completion, according to the Subcontractor's Application for Payment, the Contractor shall cause the Subcontractors to submit to the Owner via the Contractor all required documents.

#### § 9.10.7.5 Punchlist

- .1 One (1) week before Substantial Completion, Subcontractors shall submit to the Contractor a complete Punchlist and a list of incomplete items. The list shall include room number, description of work, and date for completion.
- .2 The Contractor shall review the Subcontractor's list and add items, if necessary.
- .3 Punchlists prepared by the Architect or Owner will be distributed to the Subcontractors. Subcontractors will be given the opportunity to complete the items within fourteen (14) days of receipt of lists. Upon completion, the Subcontractor shall conduct a walk-through with the Contractor, Architect, and Owner to confirm satisfactory completion.
- .4 The final acceptance of all Punchlist and incomplete work items is subject to the approval of the Architect or Owner.

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately

appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. This Section intentionally omitted.

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, Documents; the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. This section intentionally omitted.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. This section intentionally omitted.

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If, within the stipulated warranty period in Section 5.3.2, and after the date of (i) Substantial Completion and acceptance of the Work or any designated portion thereof or (ii) the completion of Work not finished at Substantial Completion, or within the terms of an applicable special warranty required by the Contract Documents (the "Correction Period"), any of the Work is found by the Owner to be Defective, the Contractor shall, without interfering materially with the Owner's facilities, personnel or operations, promptly cause it to be corrected, unless the Owner has previously specifically accepted such defect in writing. The Contractor shall bear all costs of correcting rejected Work, without increase in the Guaranteed Maximum Price, and without use of any contingency, including any additional

testing and inspections made necessary thereby. These obligations shall apply regardless of whether such Work has been fabricated, installed, or completed and shall survive acceptance of the Work and termination of the Agreement.

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If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected ~~affected~~ whether or not final payment has been made.

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. This Section intentionally omitted.~~

...

- .3 ~~Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

- .4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by~~  
Section 2.2. Section 2.2

PAGE 40

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Any claims for additional cost above the Guaranteed Maximum Price set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council (at Council's discretion) as an amendment to the Guaranteed Maximum Price.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any claims for additional time that increase the Guaranteed Maximum Price set forth in Article 5 of AIA A133-2009 document must be approved by resolution of the Livonia City Council (at Council's discretion) as an amendment to the Guaranteed Maximum Price.

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§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation Litigation

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Any judicial action relating to the construction, interpretation, or enforcement of the Contract Documents including without limitation, the Contractor's claims, demands and causes of action for additional construction costs delay damages, and other amounts owed hereunder, shall be brought and venued in the Wayne County Circuit Court in Detroit, Michigan. The Contractor hereby consents to personal jurisdiction in that venue and waives any defenses that the Contractor might otherwise have relating thereto.~~

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending~~

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Contractor hereby waives its right to a jury trial in connection with any judicial action or proceeding that may arise by and between the Owner and the Contractor concerning the construction, interpretation, or enforcement of the Contract Documents including, without limitation, any claims, demands, or causes of action that the Contractor hereafter may assert against the Owner for additional construction costs, delay damages, and other amounts. § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

## *Certification of Document's Authenticity*

### *AIA® Document D401™ – 2003*

I, Brandon Pomish, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:52:45 ET on 08/06/2024 under Order No. 2114468589 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

**CITY OF LIVONIA – CITY COUNCIL  
MINUTES OF STUDY MEETING HELD FEBRUARY 24, 2025**

Meeting was called to order at 8:46 p.m. by Council Vice President Ptashnik. Present: Rob Donovic, Carrie Budzinski, Lynda Scheel, Scott Morgan, Laura Toy, and Vice President Ptashnik. Absent: President McCullough.

Elected and appointed officials present: Carter Fisher, City Attorney; Mark Taormina, City Planner and Economic Development Director; and Lori L. Miller, City Clerk.

Councilmember Donovic led the meeting with the Pledge of Allegiance.

15. REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Department of Parks and Recreation, re: out of scope services related to the design of the Senior Wellness Center and Recreation Center Improvements Project. (CR 378- 20)

Ted Davis, Superintendent of Parks & Recreation, presented the item to Council. Mr. Davis explained this was a request for amendment for additional services that needed for the design process of the Senior Wellness and Rec Center project. Mr. Davis stated some of the changes came about rather quickly, citing the acquisition of the LPS property, and other items were discovered as they went through the planning process. Mr. Davis stated they are going through significant changes in the interior design process which require additional hours and bid packets have to be redesigned. Mr. Davis stated they are requesting an additional appropriation in the amount of \$222,076.28 for the architectural contract with HRC.

Councilmember Donovic inquired about the likelihood of having to come back to Council with additional amendments for the scope of work. Mr. Davis replied there is one bulletin yet to go and if needed, he thought it would be a very small amount of money. Mr. Davis stated he is unsure whether this is normal procedure or not, but certainly feels it is normal as projects of this size always have changes and adjustments that must be made. Councilmember Donovic inquired if this would affect the GMP for the project. Mr. Davis replied this does not affect the GMP as architectural services are outside the GMP.

Councilmember Budzinski inquired if there are lessons to be learned moving forward with the next project. Mr. Davis responded they did not have appropriate staff in place at the beginning of this project, which had a significant impact. Mr. Davis stated the two projects (Senior Center and Civic Center area) are not comparable in that Plante Moran Realpoint was selected from the beginning of the Civic Center project.

Councilmember Toy inquired about rumors that we are over \$1 million over budget on the Senior Wellness Center. Mr. Davis replied that it was not true, there was no truth to said rumor.

DIRECTION:

APPROVING

REGULAR





## LETTER TO THE LIVONIA CITY COUNCIL

15.

### Parks and Recreation February 11, 2025

#### MEETING DATE

S0224525/R031025

#### PRESENTED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

#### AGENDA ITEM

REQUEST TO AMEND THE ARCHITECTURAL CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC.: Department of Parks and Recreation, re: out of scope services related to the design of the Senior Wellness Center and Recreation Center Improvements Project. (CR 378-20)

#### BACKGROUND DETAILS

In October 2023, the City Council approved a professional services contract with Hubbell, Roth, and Clark, Inc. (HRC) through the QBS process (CR 378-20) for the design phase services for the Senior Center addition and Recreation Center improvements (CR 342-22). Those services included planning, conceptual site and floor plans, schematic design phase, detailed design drawings, building elevations, floor plans, material selections, mechanical, electrical, plumbing, and controls.

While the original proposal was comprehensive, due to design changes that included the purchase of the LPS property, value engineering services, and interior design changes that occurred at different points during the project. We are now in the position that we are requesting City Council to approved out of scope services for HRC.

The original agreement was for a total cost of \$994,008, that included design and construction administration. This was based on hourly rates specified in the agreement. We are asking that City Council amend the agreement to reflect the additional services provided to a total cost of \$1,216,744.28 or an increase of \$222,766.28.

#### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is respectfully requested that the City Council:

1. Amend the award amount with Hubbell, Roth, and Clark, Inc. through the QBS process (CR 378-20) for the out of scope services for the Senior Center addition and Recreation Center improvements in an amount not to exceed \$1,216,744.28.
2. Authorize an additional appropriate expenditure of \$222,766.28 from the unexpended fund balance of the Senior Center Construction Fund (419).

**SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)**

N/A

**CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)**

\$222,766.28 additional appropriation from the Senior Center Construction Fund (419).

**DETAILED WORK BEING PERFORMED**

Out of scope services related to the design of the Senior Wellness Center/Recreation Center Project

**FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)**

\$222,766.28 additional appropriation from the Senior Center Construction Fund (419).

**ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)**

N/A

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

**ATTACHMENTS**

1. S021025 LTC HRC Amend for SrCtr and Rec Ctr Impr
2. 2025 Architectural Contract Amendment

**APPROVED BY**



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 11, 2025



Debra Peck Lichtenberg, CPA, Finance Director

Date: February 18, 2025



Carter Fisher, City Attorney

Date: February 18, 2025

*Maureen Miller Brosnan*

Date: February 20, 2025

---

Maureen Miller Brosnan, Mayor

SUSAN M. NASH  
CITY CLERK

LORI L. MILLER  
DEPUTY CLERK

OFFICE OF THE CITY CLERK



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2230  
FAX: (734) 421-1147

December 6, 2022

Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302

To whom it may concern:

The Council of the City of Livonia, at a Regular Meeting held November 14, 2022 adopted the following resolution:

**#342-22** RESOLVED, that having considered the report and recommendation of the Assistant Director of Public Works, dated October 6, 2022, submitted pursuant to Council Resolution #378-20, adopted on December 14, 2020, which bears the signatures of the Superintendent of Parks and Recreation, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed amendment to the Architectural contract between the City of Livonia and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360, dated September 29, 2022, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and Hubbell, Roth & Clark, inc., 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360, to provide architectural design phase services for the Senior Center Addition and Recreation Center Improvements Project in an amount not to exceed \$696,678.00; FURTHER, the aforesaid proposal is accepted without competitive bidding through the Qualification Based Selection Process, and such action is taken in accordance with Section 3.04.140.E.2.b of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize an additional appropriation and expenditure in an amount not to exceed \$696,678.00 from the Unexpended Fund Balance of the Senior Center Construction Fund (419) for this purpose.

Very truly yours,

*Susan M. Nash*

Susan M. Nash, City Clerk

SMN/ljr  
Xc: Parks and Recreation

## Roland Alix

---

**From:** Melchior, Adrianna M.  
**Sent:** Friday, November 3, 2023 12:23 PM  
**To:** Rushlow, Jacob  
**Cc:** Roland Alix  
**Subject:** Livonia Senior Center Out of Scope Items

Greetings Jacob,

We had a great meeting on Wednesday, and the HRC Team is excited the City has firmly decided to proceed with the designs on Option 4B. As the project is now better defined and moving forward, we believe it's a good time to discuss some of the scope creep that has come up. We've put together a brief list of what we see as outside of the original scope of the project at this point as follows:

1. Addition of the easterly parcel to the project – originally the building was intended to be contained on the existing site (only "borrowed" parking was considered for the adjacent parcel initially).
  - a. We feel completing the ALTA survey and assistance with parcel combinations are out of scope items.
  - b. To clarify, we consider the topo and site civil design work on this parcel is still within the original scope of the project.
2. Addition of the connection to 5 Mile Road, originally the project was to be contained on the existing site with no connection to City or County roads.
  - a. This connection will require additional topo, design, traffic considerations/maintenance, a separate Wayne County permit, and the new entrance may require modifications to the 5 mile median.
  - b. Additionally, this connection may increase the level of effort during the construction phase of the project due to the work within the 5 Mile ROW.
3. Addition of the "New Gym Addition" to the NW corner of the Rec Center.
  - a. The original scope of the Senior Center addition didn't include this new gym as the new work was expected to be completely located to the SE of the Rec Center.
  - b. Being on the opposite side of the Rec Center from the rest of the new work, this gym addition will require additional topo, laser scanning, geotechnical, site civil, and landscape, in addition to the added structural, architectural, HVAC, and electrical design services for the new building itself. We acknowledge that the original scope included modifications to the existing Gymnastics Gym already, so these efforts will be reallocated to the revised scope.
  - c. Additionally, this gym addition will increase the level of effort during the construction phase of the project as it is desired to be built first, with the rest of the construction to follow in subsequent phases.
4. Relocation/replacement of the existing backup generator and transformer at the NW corner of the Rec Center.
  - a. This will now be necessitated by the addition of the "New Gym".
  - b. It will require additional work on the existing Rec Center to expand and rework what the current generator serves.
  - c. Additional coordination with DTE will also be necessary.
  - d. And this work may increase the level of effort during the construction phase of the project due to additional shop drawing reviews, RFIs, utility coordination etc.

As some of these are fairly notable scope changes, we'd like to discuss how best to proceed. We sincerely appreciate your consideration on this. Thanks much and have a great day.



February 15, 2024

City of Livonia – DPW Department  
12973 Farmington Road  
Livonia, MI 48150

Attn: Mr. Jacob Rushlow, PE – Assistant Director of Public Works

Re: Design Services for Senior Center Addition Project  
Proposal for **Additional Survey Services**  
Additional Services Proposal Request #1

HRC Job No. 20211141

Dear Mr. Rushlow:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to offer this proposal for additional survey services related to the Senior Center Addition to the Recreation Center. For reference we have included our 11/3/2023 email in which we first notified the City of Out of Scope work. In this email there are descriptions of other out of scope which are not included in this extra request, additional service proposals will be sent at a later once the scope of that work is better defined. Please note the work outlined in this proposal has already been completed at the verbal direction of City staff.

A description of our additional survey related services are summarized below:

**1. Survey Services Related to Easterly Property**

During the preliminary planning process which occurred during Q3 & Q4 2023, it was determined that the City was interested in purchasing a portion of the School District owned parcel located to the east of the Rec Center property. Originally the Senior Center and associated parking lot was to be contained on the existing site. Now this newly acquired property will be utilized for the Senior Center parking lot and connection to 5 Mile. In early November 2023, the City requested the following additional services:

- a. Gather topographic information for the area to be purchased and find application property corners.
- b. Assist with creating an ALTA survey of the property which was to be purchased.
- c. Assisted with Parcel combination.

**2. Survey Services Related to Connection to 5 Mile Road & New Location of Gym Addition**

- a. During the preliminary planning process which occurred during Q3 & Q4 2023, it was determined that the City was interested in connecting the Senior Center Parking lot to 5 Mile Road. Originally the project was to be contained on the existing site with no connection to City or County roads. In early November 2023, the City requested the following additional services:

1. Gather topographic and right-of-way information for the connection to 5 Mile Road.

- b. Additionally during preliminary planning it was determined that a "New Gym Addition" was to be located at the NW corner of the Rec Center. Originally the project did not include this new gym location as the project was expected to be completely located to the SE of the Rec Center. In early November 2023, the City requested the following additional services:

1. Gather topographic and right-of-way information for the NW corner of the Rec Center for use during design.

For your convenience we have included two (2) invoices detailing the above additional services.



Mr. Jacob Rushlow  
February 15, 2024  
HRC Job Number 20231141  
Page 2 of 2

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Roland N. Alix, PE  
Vice President

Adrianna Melchior, AIA  
Associate

- Attachments:    1. Email Detailing Out of Scope Work Dated 11/03/2023  
                      2. HRC Invoices Dated 02/15/2024

pc:        HRC; File  
            City of Livonia: Mr. Don Rohraff, Mr. Ted Davis

Accepted By:

Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_





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

February 15, 2024

Project No: 20211141.24

Invoice No: 0214650

CITY OF LIVONIA  
12973 FARMINGTON ROAD  
LIVONIA, MI 48150

ATTN: JACOB RUSHLOW, P.E., ASSISTANT DIRECTOR OF PUBLIC WORKS

DESIGN PHASE SERVICES FOR SENIOR CENTER ADDITION AND REC CENTER IMPROVEMENT PROJECT

ADDITIONAL SERVICES - SURVEY SERVICES EAST PARCEL ACQUISITION

**Professional Services for period ending February 3, 2024**

**Professional Personnel**

|                    |            | Hours | Rate                          | Amount   |                   |
|--------------------|------------|-------|-------------------------------|----------|-------------------|
| ALIX, ROLAND       | 12/23/2023 | 1.00  | 145.00                        | 145.00   |                   |
| BIEHL III, FRANK   | 11/11/2023 | 8.00  | 145.00                        | 1,160.00 |                   |
| BIEHL III, FRANK   | 11/25/2023 | 6.50  | 145.00                        | 942.50   |                   |
| BIEHL III, FRANK   | 12/23/2023 | 3.00  | 145.00                        | 435.00   |                   |
| HEBERT, DAVID      | 12/9/2023  | 4.00  | 114.93                        | 459.72   |                   |
| HEBERT, DAVID      | 12/23/2023 | 10.00 | 111.65                        | 1,116.50 |                   |
| HEBERT, DAVID      | 1/20/2024  | 4.00  | 111.65                        | 446.60   |                   |
| JACOBI, STEPHEN    | 11/11/2023 | 8.50  | 168.11                        | 1,428.94 |                   |
| JACOBI, STEPHEN    | 11/25/2023 | 1.00  | 161.41                        | 161.41   |                   |
| JACOBI, STEPHEN    | 12/9/2023  | 9.00  | 165.24                        | 1,487.16 |                   |
| JACOBI, STEPHEN    | 12/23/2023 | 2.00  | 158.89                        | 317.78   |                   |
| JACOBI, STEPHEN    | 1/6/2024   | 2.00  | 158.57                        | 317.14   |                   |
| JACOBI, STEPHEN    | 1/20/2024  | 3.50  | 160.37                        | 561.30   |                   |
| UHLIANUK, ADAM     | 11/11/2023 | 2.00  | 150.51                        | 301.02   |                   |
| UHLIANUK, ADAM     | 12/9/2023  | 1.00  | 151.41                        | 151.41   |                   |
| Totals             |            | 65.50 |                               | 9,431.48 |                   |
| <b>Total Labor</b> |            |       |                               |          | <b>9,431.48</b>   |
|                    |            |       | <b>Total Due this Invoice</b> |          | <b>\$9,431.48</b> |

**Billings to Date**

|               | Current         | Prior       | Total           |
|---------------|-----------------|-------------|-----------------|
| Labor         | 9,431.48        | 0.00        | 9,431.48        |
| <b>Totals</b> | <b>9,431.48</b> | <b>0.00</b> | <b>9,431.48</b> |



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

February 15, 2024

Project No: 20211141.23

Invoice No: 0214649

CITY OF LIVONIA  
12973 FARMINGTON ROAD  
LIVONIA, MI 48150

ATTN: JACOB RUSHLOW, P.E., ASSISTANT DIRECTOR OF PUBLIC WORKS

DESIGN PHASE SERVICES FOR SENIOR CENTER ADDITION AND REC CENTER IMPROVEMENT PROJECT

ADDITIONAL SERVICES - TOPOGRAPHIC SURVEY 5 MILE AND NW CORNER OF REC CENTER

**Professional Services for period ending February 3, 2024**

**Professional Personnel**

|                    |            | Hours | Rate                          | Amount   |                   |
|--------------------|------------|-------|-------------------------------|----------|-------------------|
| ALIX, ROLAND       | 12/23/2023 | 1.00  | 145.00                        | 145.00   |                   |
| BIEHL III, FRANK   | 11/11/2023 | 8.00  | 145.00                        | 1,160.00 |                   |
| BIEHL III, FRANK   | 11/25/2023 | 1.00  | 145.00                        | 145.00   |                   |
| CHALICE JR, GARY   | 12/23/2023 | 4.00  | 74.36                         | 297.44   |                   |
| CHALICE JR, GARY   | 2/3/2024   | 7.00  | 68.32                         | 478.24   |                   |
| HADDEN, JAMES      | 2/3/2024   | 7.00  | 93.29                         | 653.03   |                   |
| MACASKILL, PETER   | 12/23/2023 | 24.00 | 137.92                        | 3,310.08 |                   |
| MACASKILL, PETER   | 1/20/2024  | 4.00  | 126.35                        | 505.40   |                   |
| RATH, SPENCER      | 12/23/2023 | 18.00 | 59.91                         | 1,078.38 |                   |
| ROTH, SCOTT        | 12/23/2023 | 5.00  | 152.37                        | 761.85   |                   |
| WONNACOTT, WILLIAM | 11/11/2023 | 2.00  | 155.50                        | 311.00   |                   |
| WONNACOTT, WILLIAM | 11/25/2023 | 3.00  | 162.46                        | 487.38   |                   |
| Totals             |            | 84.00 |                               | 9,332.80 |                   |
| <b>Total Labor</b> |            |       |                               |          | <b>9,332.80</b>   |
|                    |            |       | <b>Total Due this Invoice</b> |          | <b>\$9,332.80</b> |

**Billings to Date**

|               | Current         | Prior       | Total           |
|---------------|-----------------|-------------|-----------------|
| Labor         | 9,332.80        | 0.00        | 9,332.80        |
| <b>Totals</b> | <b>9,332.80</b> | <b>0.00</b> | <b>9,332.80</b> |



April 16, 2024

City of Livonia – DPW Department  
12973 Farmington Road  
Livonia, MI 48150

Attn: Mr. Don Rohraff – Director of Public Works  
Mr. Ted Davis – Superintendent of Parks and Recreation

Re: Design Services for Rec Center Improvements Project  
Proposal for **Additional Design Services Related to Value Engineering Changes**  
Additional Services Proposal Request #2

HRC Job No. 20211141

Dear Mr. Rohraff & Mr. Davis:

Hubbell, Roth & Clark, Inc. (HRC) offers this proposal for additional design services related to Value Engineering (VE) Changes to the Recreation Center Improvements project. Throughout the process, the HRC & DSD Team provided estimated costs for construction of the proposed improvements for planning purposes, but the understanding was that a CMR would be brought on quickly in the process to confirm construction costs to make sure that the designs were where they needed to be cost-wise. HRC's last cost estimate, provided in February 2024, showed overall costs to be \$26.9 Million, without the CMR Fee or land acquisition costs included.

The HRC-DSD Team continued developing the designs to provide finished documents to meet the City's requested timeframe for the construction to start in Summer of 2024. PCI Dailey (PCI) was unfortunately not brought into the process until our designs were well established. After we had reached our 75% Design Level submittal, PCI provided an estimated cost of construction. Costs came back at \$27 million with CMR Fee and land acquisition included, which is roughly \$2.2 million over the City's \$24.75 million budget. PCI then was tasked with providing VE suggestions to reduce the overall cost of the project, this report was provided to the Design Team on April 1, 2024.

Requesting substantial VE changes to the design after the design was already 75% complete has created additional out-of-scope work for the HRC-DSD Team related to revising our designs to modify or remove components.

Please note the work outlined in this proposal is being completed currently in order to complete the plans for PCI in a timely fashion to avoid construction delays.

A description of our additional design related services is summarized below:

1. Reduce footprint of West Gym by ~1,200 square feet, combine outdoor electrical screen "rooms", keep existing water line, and reduce vestibule area outside West Gym to keep the existing roof. [All Disciplines]
2. Remove proposed mini-split units. [Arch., Mech., & Elect.]
3. Reduce number of proposed perimeter heating units. [Arch., Mech. & Elect.]
4. Revise ductwork layout at Fitness area. [Arch & Mech]
5. Switch to smaller capacity diesel generator in lieu of originally proposed natural gas unit. [Elect]
6. Remove snow melt system. [Arch., Mech, & Civil]
7. Simplify stair design at Track Fitness area. [Arch]
8. Eliminate (2) operable partitions at 2<sup>nd</sup> floor Senior Center; consolidate lighting and HVAC at those rooms. [Arch, Mech, & Elect]
9. Keep existing Storage Room in Fitness Area, redesign Multi-Purpose Fitness Rooms and keep the section of the walking track above as-is. Revise new structural steel supports to go underneath track. [Arch, Struct, Mech., and Elect]
10. Revise Flooring, Wall, and Ceiling Finishes [Arch]

Please note, there were other changes made for cost savings, but these did not require extensive plan changes (i.e., reductions to landscaping, millwork, and acoustical treatments), so we have not included these in our scope change request.

**Fee:**

Based on the additional scope of work described herein, the HRC-DSD Team is requesting additional compensation to provide these services for a total Not-To-Exceed cost of **\$77,080.00**. All work would be completed under the terms and conditions of our current contract with the City.

*Fee Breakdown*

|                                |           |           |
|--------------------------------|-----------|-----------|
| DSD (Arch., Mech., & Lighting) | 500 hours | \$ 52,000 |
| Resurget (Structural)          | 87 hours  | \$ 11,300 |
| HRC (Mgmt., Civil, & Power)    | 95 hours  | \$ 13,780 |

It is possible the cost of this additional work could be absorbed within the original budget, but this cannot be determined at this point as the project is still ongoing. If acceptable to the City, HRC track this additional work separately but will invoice it under the current contract. As the project nears completion, HRC would request a Change Order, if needed, to be compensated appropriately.

Thank you very much for the opportunity to continue 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, PE  
Vice President



Adrianna Melchior, AIA  
Associate

pc: HRC; File  
City of Livonia: Mr. Dan Fredendall

Accepted By:

Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

***Regular Meeting Minutes of May 20, 2024***

On a motion by Vice President Ptashnik, supported by Councilmember Jolly and unanimously adopted, it was:

**#170-24** RESOLVED, that having considered the report and recommendation of the Superintendent of Parks and Recreation, dated April 2, 2024, submitted pursuant to Council Resolution 378-20, adopted on December 14, 2020, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, to which is attached a proposed Contract Amendment from Hubbell, Roth & Clark, Inc., dated September 29, 2022, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute a contract amendment between the City of Livonia and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360, to provide professional architectural services for the construction phase of the Senior Center addition and Recreation Center improvements project, in an amount not to exceed \$349,322.00; FURTHER, the aforesaid proposal is accepted without competitive bidding through the Qualification Based Selection Process, and such action is taken in accordance with Section 3.04.140.E.2.b of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize an additionnal appropriation in an amount not to exceed \$349,322.00 from the unexpended fund balance of the Senior Center Construction Fund (419) for this purpose.

|                                                                               |
|-------------------------------------------------------------------------------|
| <p><b><i>CONSENT AGENDA ITEM 9. (Regular Meeting of May 20, 2024)</i></b></p> |
|-------------------------------------------------------------------------------|

|                |                                                                     |
|----------------|---------------------------------------------------------------------|
| <b>Motion:</b> | <b>Ptashnik</b>                                                     |
| <b>Second:</b> | <b>Jolly</b>                                                        |
| <b>Ayes:</b>   | <b>Morgan, Toy, Jolly, Budzinski, Ptashnik, Donovic, McCullough</b> |
| <b>Nays:</b>   | <b>None</b>                                                         |
| <b>Absent:</b> | <b>None</b>                                                         |

Your ref 20211141  
Our ref 24015-ASR4

## RESURGET ENGINEERING

Adrianna Melchoir  
Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302

28 W Adams Avenue  
Suite 1710  
Detroit, MI 48228  
t +1 313.315.3290

james@resurget.engineering  
www.resurget.engineering

January 14, 2025

Dear Adrianna,

---

### Livonia Senior Recreation Center – ASR4 Exterior IDS Changes

---

Based on the recent meeting and emails regarding the IDS drawings for proposed revisions to the senior center addition, Resurget Engineering PC prepared the following Additional Services Request for Structural related to structural changes. This ASR request proposal includes details on our Scope of Services, impact on Project Schedule, and Fees.

### Additional Service Description

Resurget Engineering will provide Structural engineering, drafting, and documentation for the project revisions as outlined by IDS.

### Scope of Services

Resurget Engineering's scope of work for this ASR includes structural engineering, drafting, and documentation for:

- Revised project documentation for the senior addition. (Approx 6-8 pages)
- Revised drive-up entrance canopy framing and walls
- Coordinate solution for avoiding exterior canopy thermal bridging

### Assumptions

Hubbell, Roth & Clark, Inc. will continue to be responsible for coordinating the work of all the consulting firms on the project design team, cost, and schedule control.

### Meetings and Site Visits

The change does not impact on the number of site visits originally allowed for.

## Fees

Revised Construction Documents      \$4,700

Construction Administration      \$1,000

## Schedule

Refer to original contract and ASR1 for the project schedule.

## Terms and Conditions

This additional service is an extension of our existing design services contract, and the terms and conditions of that contract apply.

## Agreement

If you are in agreement with our proposal, please sign below and return a copy to us as our authorization to proceed.

Agreed and accepted by Hubbell, Roth & Clark, Inc.

---

Signature

Name

Date

Yours sincerely



James Yates  
Senior Associate





DiClemente Siegel Design Inc.  
ENGINEERING & ARCHITECTURE  
28105 Greenfield Road, Southfield, MI 48076  
P:248.569.1430 F: 248.569.0096

## CONTRACT ADJUSTMENT MEMORANDUM (CAM)

TO: Hubble Roth and Clarck  
555 Hulet Drive,  
Bloomfield Hills, MI 48302  
ATTN: Ms. Adrianna Melchior

DATE: January 21, 2025  
PROJECT: Livonia Recreation Center and  
Senior Center  
Owner Revisions to Exterior Canopy  
DSD PROJECT NO.: 22-1308

### SCOPE OF SERVICES REVISIONS:

Additional design of the building is sought. The revisions will include the following:

The owner, through the construction manager, has solicited a revised design of the canopy from that approved in the HRC DD set and the DSD CD set. The revisions change the appearance and slope of the canopy including the structure. The Site and Structure are going to be coordinated through HRC to reach a Design Development level for the revised design including coordination and concealment of the building components to allow the Construction Documents to be updated.

DSD proposes to provide Architectural, Mechanical and Lighting services for the revision once HRC has completed the Design Development alteration and provided an updated Revit model indicating the change.

### SCHEDULE REVISIONS:

The revisions above including anticipated Client Reviews (and expedited comments) will take approximately 2 weeks from completion of HRC DD and Owner Approval of those DD documents.

### FEE REVISIONS:

Exterior redesign of the canopy will be tracked separate from the base project fee and is \$6,800.00 (hourly not to exceed)

No renderings are planned for the construction document alteration

Please sign and return one (1) copy of this Contract Adjustment Memo to our office.

APPROVED: \_\_\_\_\_

BY: Bart J. Reed

Bart J. Reed

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

President

FOR: DICLEMENTE SIEGEL DESIGN INC.

cc: Accounting File, PIC



February 10, 2025

City of Livonia – DPW Department  
12973 Farmington Road  
Livonia, MI 48150

Attn: Mr. Don Rohraff – Director of Public Works  
Mr. Ted Davis – Superintendent of Parks and Recreation

Re: Design Services for Rec Center Improvements Project  
Proposal for **Additional Design Services Related to Owner Design Changes**  
Additional Services Proposal Request #3-REV2  
{Revision of Proposal Dated September 19, 2024}

HRC Job No. 20211141

Dear Mr. Rohraff & Mr. Davis:

Hubbell, Roth & Clark, Inc. (HRC) offers this proposal for additional design services related to Design Changes made by the City and IDS to the Senior Center. Requesting substantial design changes to the project after the designs were complete and during construction has created additional out-of-scope work for the HRC-DSD Team related to revising our designs to modify or add components.

A description of our additional design and construction administration related services is summarized below:

- **Bulletin 9 Exterior Revisions – Senior Center**
  - Revise walls at Vestibule 1300 at Senior Center – replace north masonry wall with glass curtainwall; add wood-look wall panels, precast wall base, and signage. Add steel structure to support.
  - Angle drive canopy down towards building. Increase canopy overhang cantilever at east side and add steel structure to support. Revise soffit and fascia material.
  - Revise roof drainage setup at canopy. Add heat trace and additional storm drainage lines to accommodate new canopy layout. Fur out interior walls at two locations to conceal storm drainage lines at interior of north wall. Update site storm connection to canopy.
  - Add lights at extended canopy at Vestibule 1300.
  - Eliminate monument sign – provide electrical only to sign location, capped for future use.
  - Additional reviews for material submittals (metal wall panels & heat trace) and shop drawings during construction.
  - Revise exterior brick patterns at north and east walls at Senior Center addition.
  - (3) IDS Coordination meetings on 11-21-24, 01-21-25, and 02-03-25 (time split proportionately between Bulletins 9 & 10).
  - (1) Owner Review Meeting to review Bulletin 9 drawings prior to issuing them to PCI.
- **Bulletin 10 Interior Revisions – Senior Center**
  - Lower ceiling height and revise heater setup at Vestibule 1300.
  - Revise doors/walls at Meeting 1302 and Reception 1301. Update fireplace details.
  - Add decorative hanging soffit at Reception 1301 at Senior Center – add structural framing/supports.
  - Add decorative hanging soffit at Café (Concession) 1307 – add structural framing/supports.
  - Add wood look ceilings at Vestibule 1300, Lounge 1301, outside Med Storage 1308, and the seating area across from Café 1307. Sprinkler head covers and HVAC diffusers/grilles painted to match wood.
  - Add two monitors (tv's, blocking and electrical outlets) at Hallway next to Reception 1301.
  - Revise lighting at Reception 1301, Meeting 1302, Corridor 1315, and Cafeteria 1320.
  - Revise ceilings at Cafeteria 1320.

- Revise elevator drainage and add sump pump at Senior Center with change to hydraulic elevator.
- Revise layout of Kitchen 1323 based on Millis & Associates updated kitchen plans dated 12-20-24.
- Revise layout of Café 1307 based on Millis & Associates tenant café plans and specs dated 01-23-25. Eliminate pass through window to Rec Center.
- Revise millwork designs for cabinets at Reception 1301 and outside Med Storage 1308. Add millwork to the seating area across from Café 1307. Eliminate the computer station millwork at Corridor 1315. Add opening for below the counter mini fridge at both sets of cabinets at Multipurpose 2307.
- Add at 1<sup>st</sup> Floor Artisan's Workshop 1311:
  - (4) 110v duplex retractable ceiling outlets.
  - (2) 110v wall outlets above countertop at cabinets.
  - Raise (1) outlet above countertop from 18" listed height.
  - (2) 220v wall outlets for band saw and kiln.
  - (1) exhaust fan for dust collection for band saw. (Saw by Owner)
- Add at 2<sup>nd</sup> Floor Crafter's Corner 2303.
  - (4) 110v duplex retractable ceiling outlets for sewing machines.
  - Raise (1) outlet above countertop from 18" listed height.
  - (2) Cricut machines (FFE).
  - (6) sewing machines (FFE).
  - (10) easels (FFE).
  - (2) sewing kits (FFE).
- Add electric, gas and water sub-meters for Senior Center.
- Add window treatments at Lobby 1301, Cafeteria 1320 and Meeting Rooms. Add power for motorized window treatments at Lobby 1301.
- Coordinate locations for Bentley and Welcome to Livonia Signs.
- Revise electrical drawings (Senior Center Only) based on changes with IDS low voltage design package (**package not released yet**). Add electrical outlets and data boxes as shown.
- (3) IDS Coordination meetings on 11-21-24, 01-21-25, and 02-03-25 (time split proportionately between Bulletins 9 & 10).
- (1) Senior Center café changes meeting on 01-06-25.
- (1) Owner Review Meeting to review Bulletin 10 drawings prior to issuing them to PCI.

#### **Fee:**

Based on the additional scope of work described herein, the HRC-DSD-Resurget Team is requesting additional compensation to provide these services for a total hourly Not-To-Exceed cost of **\$74,900.00**. All work would be completed under the terms and conditions of our current contract with the City.

#### **Fee Breakdown**

##### **Bulletin 9 Exterior Senior Center Revisions**

|                                         |          |             |
|-----------------------------------------|----------|-------------|
| DSD (CD Arch, Lighting, HVAC, Plumbing) | 48 hours | \$ 6,800.00 |
| HRC (Mgmt., DD Arch, Power, Site)       | 52 hours | \$ 6,900.00 |
| Resurget Engineering (Structural)       | 40 hours | \$ 5,700.00 |

##### **Bulletin 10 Interior Senior Center Revisions**

|                                         |           |              |
|-----------------------------------------|-----------|--------------|
| DSD (CD Arch, Lighting, HVAC, Plumbing) | 330 hours | \$ 39,300.00 |
| HRC (Mgmt., DD Arch, Power)             | 80 hours  | \$ 10,500.00 |
| Resurget Engineering (Structural)       | 40 hours  | \$ 5,700.00  |





|                                           |                |
|-------------------------------------------|----------------|
| Original Contract Sum                     | \$ 994,008.00  |
| Contract Amendment #1                     | \$ 51,992.00   |
| Add'l Services Request #1 (Add'l Survey)  | \$ 18,764.28   |
| Add'l Services Request #2 (VE Services)   | \$ 77,080.00   |
| Add'l Services Request #3 (Owner Changes) | \$ 74,900.00   |
| Total New Contract Amount                 | \$1,216,744.28 |

**Clarifications:**

IDS has provided their own contract drawings to document flooring and wall finishes, which will supersede the Room Finish Schedule and Finish Material Legend on our sheet A-602, and replace our finish plans A-130 and A-131. And the furniture changes will be handled directly by Interior Environments as part of their furniture package.

If we receive the final IDS technology design plans by March 10th, we will incorporate them into our Bulletin 10 work, otherwise, these changes will be incorporated into future Bulletin 11.

It is our understanding that IDS is also working on revisions to the Rec Center – updates to our drawings pursuant to those changes will be handled in a future Bulletin 11 as well as an additional service under a separate scope.

**Schedule:**

The revisions above, including the anticipated Client Reviews, will take approximately 3-4 weeks, depending on City scheduling. We are assuming that this change order will be provisionally approved by City Council at the February 24<sup>th</sup> meeting, and that work will commence immediately following. Pending approval of this proposal, we propose holding a Design Review meeting for Bulletin 9 the week of March 3rd and for Bulletin 10 the week of March 17<sup>th</sup> to finalize the designs. We anticipate releasing Bulletin 9 the week of March 10<sup>th</sup>, with Bulletin 10 issued the week of March 24<sup>th</sup>.

Thank you very much for the opportunity to continue 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, PE  
Vice President

pc: HRC; File  
Attachments: DSD & Resurget Quotes

Adrianna Melchior, AIA  
Associate

Accepted By:

Signature: \_\_\_\_\_

Written Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



DiClemente Siegel Design Inc.  
ENGINEERING & ARCHITECTURE  
28105 Greenfield Road, Southfield, MI 48076  
P:248.569.1430 F: 248.569.0096

## CONTRACT ADJUSTMENT MEMORANDUM (CAM)

TO: Hubble Roth and Clark  
555 Hulet Drive,  
Bloomfield Hills, MI 48302  
ATTN: Ms. Adrianna Melchior

DATE: February 10, 2025  
PROJECT: Livonia Recreation Center and  
Senior Center  
Owner Revisions to Exterior Canopy  
DSD PROJECT NO.: 22-1308

### SCOPE OF SERVICES REVISIONS:

**Contractor Consultant Finish and Design Changes,** Ceiling Changes, Floor changes which will impact architectural finish plans, walls and ceiling layout, HVAC duct work, diffuser locations and equipment locations that are above ceilings. It is assumed that, as much as possible, existing lighting design, diffuser selection and HVAC equipment such as VAV boxes will be utilized with the revised.

|                                   |          |
|-----------------------------------|----------|
| Architectural                     | 60 hours |
| Electrical                        |          |
| Engineering                       | 80 hours |
| Modeling                          | 80 hours |
| Mechanical                        | 24 hours |
| (HVAC, Fire Protection, Plumbing) |          |

#### **IT Changes**

|             |          |
|-------------|----------|
| Engineering | 30 hours |
| Modeling    | 20 hours |

#### **Kitchen and Serving Area changes**

|                      |          |
|----------------------|----------|
| Architectural        | 16 hours |
| Plumbing engineering | 3 hours  |
| HVAC engineering     | 8 hours  |
| Lighting engineering | 8 hours  |

Total changes (after receipt of HRC architectural DD drawings and model) = **330 hours**

### SCHEDULE REVISIONS:

The revisions above including anticipated Client Reviews (and expedited comments) will take approximately 4 weeks from completion of HRC DD and Owner Approval of those DD documents. Drawings must be owner reviewed for alignment with final building goals.

### FEE REVISIONS:

Exterior redesign of the canopy will be tracked separate from the base project fee and is \$39,300.00 (hourly not to exceed)

No renderings are planned

Please sign and return one (1) copy of this Contract Adjustment Memo to our office.

Revision 3

APPROVED: \_\_\_\_\_

BY: Bart J. Reed

Bart J. Reed

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

President

FOR: DICLEMENTE SIEGEL DESIGN INC.

cc: Accounting File, PIC

Your ref 20211141  
Our ref 24015-ASR5

## RESURGET ENGINEERING

Adrianna Melchoir  
Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
Bloomfield Hills, MI 48302

28 W Adams Avenue  
Suite 1710  
Detroit, MI 48228  
t +1 313.315.3290

james@resurget.engineering  
www.resurget.engineering

February 10, 2025

Dear Adrianna,

---

### Livonia Senior Recreation Center – ASR5 Interior IDS Changes

---

Based on the recent meeting and emails regarding the IDS drawings for proposed revisions to the senior center addition, Resurget Engineering PC prepared the following Additional Services Request for Structural related to structural changes. This ASR request proposal includes details on our Scope of Services, impact on Project Schedule, and Fees.

### Additional Service Description

Resurget Engineering will provide Structural engineering, drafting, and documentation for the project revisions as outlined by IDS.

### Scope of Services

Resurget Engineering's scope of work for this ASR includes structural engineering, drafting, and documentation for:

- Revised project documentation for the senior addition. (Approx 6-8 pages)
- Additional lobby structural framing for reception desk soffit
- Revised framing and layout for lobby and meeting room configuration (double height space).

### Assumptions

Hubbell, Roth & Clark, Inc. will continue to be responsible for coordinating the work of all the consulting firms on the project design team, cost, and schedule control.



## Meetings and Site Visits

The change does not impact on the number of site visits originally allowed for.

## Fees

|                                |         |
|--------------------------------|---------|
| Revised Construction Documents | \$4,700 |
| Construction Administration    | \$1,000 |

## Schedule

Refer to original contract and ASR1 for the project schedule.

## Terms and Conditions

This additional service is an extension of our existing design services contract, and the terms and conditions of that contract apply.

## Agreement

If you are in agreement with our proposal, please sign below and return a copy to us as our authorization to proceed.

Agreed and accepted by Hubbell, Roth & Clark, Inc.

---

Signature

Name

Date

Yours sincerely



James Yates  
Senior Associate



## LETTER TO THE LIVONIA CITY COUNCIL

16.

**Police**  
**February 21, 2025**

### MEETING DATE

R031025

### PRESENTED BY

Brian Kahn, Director of Homeland Security & Emergency Preparedness

### AGENDA ITEM

REQUEST TO RENEW WESTERN WAYNE COUNTY POLICE MUTUAL AID AGREEMENT: Department of Homeland Security and Emergency Preparedness, re: to continue our partnerships with Western Wayne County police agencies.

### BACKGROUND DETAILS

In 2018, pursuant to Council Resolution #85-18, the Livonia Police Department and the City of Livonia adopted an amended version of the Western Wayne County Police Mutual Aid Agreement. This agreement provides specific guidelines for a multiple-agency response to incidents where mutual aid may be required.

The document was updated by the Western Wayne County Police Mutual Aid Committee on October 28, 2024. The premise of the original agreement from 2018 remains unchanged. However, updates have been made to the agreement addressing current staffing levels for each agency, names of representatives, Police Chiefs, and contact numbers, as well as changes that better align the agreement with the National Incident Management System (NIMS) and the Incident Command System (ICS) along with activation procedures.

### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

The Livonia Police Department is requesting your authorization to adopt the revised Western Wayne County Police Mutual Aid Agreement to continue our partnerships with western Wayne County police agencies and support for the region.

### ATTACHMENTS

1. WWMA Agreement final 10.28.24

### APPROVED BY

A handwritten signature in black ink, appearing to read "Brian Kahn".

Brian Kahn, Director of Homeland Security & Emergency Preparedness

Date: February 25, 2025



---

Carter Fisher, City Attorney

Date: February 27, 2025

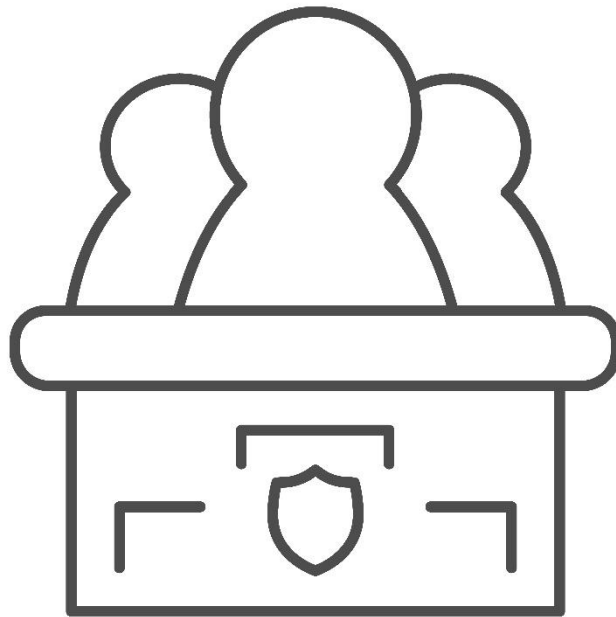


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Maureen Miller Brosnan, Mayor

Date: February 28, 2025

# **WESTERN WAYNE COUNTY**



## **POLICE MUTUAL AID AGREEMENT**

October 28, 2024

## **SECTION ONE**

### **PURPOSE AND SCOPE**

1. The original Western Wayne Mutual Aid Agreement adopted in 1987, was narrowly focused on crowd control and related issues. The document was revised in 2007 and again in 2017 to provide for an all-hazard mutual aid response that consistent with the tenants of the National Incident Management System. This current agreement clarifies commitments, roles, and responsibilities of the member partners.
2. Our jurisdictions continue to face threats to public health and safety from both man-made and natural emergencies and disasters. Incidents include, but are not limited to: fires, snow storms, ice storms, tornadoes, wind storms, wave action, oil spills, water contamination, utility failures, hazardous peacetime radiological incidents, major transportation accidents, aircraft disasters, hazardous materials incidents, epidemics, pandemics, air contamination, blight, drought, infestation, explosions, hostile military or paramilitary actions, active assailants, riots, or civil disturbances capable of causing severe damage to property and danger to life. We must now confront the threats to public health and safety posed by international or domestic terrorist attacks involving chemical, biological, radiological, nuclear, incendiary or explosive (CBRNE) weapons.

## **SECTION TWO**

### **BENEFITS**

1. This agreement recognizes that the effective, efficient response to any emergency can best be achieved by the application and leveraging of the collective resources of the political jurisdictions that are part of this agreement.
2. This agreement recognizes that The National Incident Management System (NIMS) has been adopted by and guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from planned or unplanned events. NIMS is a comprehensive, nationwide, systematic approach to incident management, including the command and coordination of incidents, resource management, and information management
3. This agreement follows the protocols set forth in the NIMS including the use of the Incident Command System (ICS) as directed under the National Response Framework (NRF). The ICS is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective. ICS clarifies chain of command improving accountability, improves communication among all disciplines, establishes a systematic planning process, establishes a predesigned management structure, and fosters cooperation between agencies.

### **SECTION THREE**

#### **PARTICIPATING AGENCIES**

This agreement is entered into between the Western Wayne County political subdivisions (“Participating Political Subdivisions”) of the following Participating Agencies:

Belleville Police Department  
Canton Township Public Safety Department  
Dearborn Police Department  
Dearborn Heights Police Department  
Garden City Police Department  
Huron Clinton Metropolitan Authority Police Department  
Huron Township Police Department  
Inkster Police Department  
Livonia Police Department  
Northville Police Department  
Northville Township Police Department  
Plymouth Police Department  
Plymouth Township Police Department  
Redford Township Police Department  
Romulus Police Department  
Schoolcraft College Police Department  
Sumpter Township Police Department  
Van Buren Township Public Safety Department  
Wayne Police Department  
Wayne County Metropolitan Airport Authority Police Department  
Wayne County Sheriff's Department  
Westland Police Department

1. Agencies may be signatories to more than one Mutual Aid Agreement.

### **SECTION FOUR**

#### **AUTHORITIES AND REFERENCES**

1. Authorities

- National Emergency Management Association - Model Intrastate Mutual Aid Legislation, March 2004
- Michigan Emergency Management Assistance Compact November 11, 2004
- Mutual Police Assistance Agreements Act 236 of 1967, § 123.811 - 123.814
- Michigan Emergency Management Act, Act 390 of 1976

## 2. References

- Western Wayne County Mutual Aid Police Task Force Agreement, October 1, 2017
- Michigan Municipal Risk Management Authority Law Enforcement Committee - Resource Materials Relating to Reciprocal Law Enforcement Aid Agreement Background/History
- National Incident Management System (NIMS), October 2017
- Incident Command System (ICS)
- Wayne County Emergency Management and Homeland Security Operations Plan and Nuclear Facility Emergency Procedures

### **SECTION FIVE**

#### **LAW ENFORCEMENT RESPONDERS DEFINED**

1. A “Law Enforcement Responder” is a first responder, which is a person who has specialized skills, training, knowledge, and experience, and is among the first to arrive at an emergency scene to provide assistance or resolve the incident. Under this definition, an emergency responder may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. A law enforcement responder includes, but is not limited to, police officer, trooper, sheriff’s deputy, reserve officer, or auxiliary officer.
2. Personnel of any responding Participating Political Subdivision while in the jurisdiction of the requesting political subdivision shall have the powers, authorities, duties, and responsibilities as those of the requesting jurisdiction.

### **SECTION SIX**

#### **GOVERNANCE STRUCTURE AND OPERATIONS OVERSIGHT**

1. The Western Wayne County Police Mutual Aid Agreement will be governed utilizing the Western Wayne County Police Mutual Aid Bylaws approved and dated, October 28, 2024.

### **SECTION SEVEN**

#### **RECOGNITION OF LICENSURE AND CERTIFICATIONS**

1. If a person or entity holds a license, certificate or other permit issued by a Participating Political Subdivision or is credentialed by the State in a professional, mechanical or other skill and the assistance of that person or entity is requested by a Participating Political Subdivision, the person or entity shall be deemed to be licensed, certified or permitted in the political subdivision requesting assistance for the duration of the declared emergency or authorized drills or exercises and subject to any limitation and conditions the chief executive,



or their designee, of the Participating Political Subdivision receiving assistance may prescribe by executive order or otherwise. The provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 Sec. 11 as amended; MCL30.411) shall apply when the personnel, equipment or other resources of any participating government respond as an assisting party and provide emergency assistance outside their respective jurisdictions under the agreement.

## **SECTION EIGHT**

### **PROTOCOLS FOR INTEROPERABLE COMMUNICATIONS**

1. The Office of Michigan's Public Safety Communications System (MPSCS) ensures a stable, secure framework of interoperable communications for all state, federal, tribal, and private first responders.
2. To maintain effective operations and communications MPSCS develops policy and procedures to guide staff actions in our support of emergency first responders across Michigan. Through MPSCS policies and procedures this trunked radio system provides rapid response and facilitates cooperation of emergency personnel through statewide coverage and advanced technology.
3. Each political subdivision entering into this Agreement fully supports the inter-operability of our present 800 MHz trunked radio communications systems.
4. The interoperable Event Talkgroups utilized during a WWMA call out will be determined by the Incident Commander and/or the WWMA Liaison at the time mobilization is imminent. The Incident Commander will determine when a situation exists that requires use of an Event Talkgroup and notify his/her dispatch center. The dispatch center having jurisdiction over the location of the incident shall follow internal agency procedures to secure a designated Event Talkgroup(s) through the MPSCS by utilizing an Event Request Form.

## **SECTION NINE**

### **LIABILITY AND INDEMNIFICATION**

1. All activities performed under this agreement are deemed hereby to be governmental functions.
2. Each Participating Political Subdivision shall assume the full responsibility for the actions of its own employees, personnel, and/or agents acting pursuant to this Agreement as to liability and as to the payment of benefits to such employees, personnel, and/or agents all to the same extent as such employees, personnel, and/or agents are insured, indemnified and otherwise

protected when acting within the Participating Political Subdivision respective corporate limits.

3. Each Participating Political Subdivision agrees to be responsible for the negligent or wrongful acts or omissions of their respective employees, personnel, and/or agents. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other Participating Political Subdivision, or their employees, personnel, or agents, for any claim, damage, or liability arising out of or stemming from an act or action of a Participating Political Subdivision or their employees, personnel, and/or agents.
4. This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including, but not limited to, governmental immunity. The indemnity provisions set forth herein shall survive the termination of this Agreement.

## **SECTION TEN**

### **INSURANCE**

1. A Participating Political Subdivision understands and agrees that each participating subdivision shall bear the full and sole responsibility for any and all losses or damages arising out of or connected with any police mutual aid assistance rendered by the Participating Political Subdivision under this Agreement insofar as such costs and expenses relate to its own equipment used or dispatched hereunder, including such expenses and charges for equipment, supplies and materials used, expended, damaged, or destroyed while rendering assistance under this Agreement.
2. Further, it shall be the responsibility of the participating subdivision to insure or indemnify itself against any public liability for injury or damage arising out of the rendering of any law enforcement related assistance pursuant to this Agreement.

## **SECTION ELEVEN**

### **WORKERS' COMPENSATION AND OTHER BENEFITS**

1. Each Participating Political Subdivision shall be responsible for the payment of all benefits to all of its employees, personnel, and/or agents acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for injuries, damage to or destruction of equipment and clothing, claims for medical expenses and claims for other damages of whatever nature. Responders shall receive any additional state and federal benefits that may be available to them for line of duty deaths.

## **SECTION TWELVE**

### **DEPLOYMENT NOTIFICATION**

1. A Participating Political Subdivision may request assistance of other Participating Political Subdivisions in preventing, mitigating, responding to, and recovering from disasters and emergencies that result in locally declared emergencies, or a request from a Police Chief, Public Safety Director, Sheriff, or their designee, or in concert with authorized drills or exercises as allowed under this agreement. Request for assistance shall be made through the chief executive officer of a Participating Political Subdivision or their police designee.
2. Requests may either be verbal or in writing. Verbal requests will be followed up with a written request or copies of the LEIN messages forwarded to the Mutual Aid Command Liaison Officer who will forward a copy to the Wayne County Homeland Security and Emergency Management.
3. On an initial deployment notification, each Participating Jurisdiction in the requested Zone Control will commit up to ten percent (10%) of their sworn law enforcement personnel to the extent that it does not endanger primary operations and may withdraw loaned personnel or equipment where circumstances require redeployment in their respective jurisdiction. Personnel commitments will take into consideration personnel assigned to special operations teams include, but not limited to, the Western Wayne Special Operations Team (WWSOT), Western Wayne Mobile Field Force (WWMFF) and/or Western Wayne Crisis Negotiation Team (WWCNT). These teams are comprised of personnel from jurisdictions electing to participate in these teams and may or may not be members belonging to the Western Wayne County Mutual Aid Agreement.
4. Before a second or third deployment notification is made within a given Zone Control, each remaining Zone Control will be requested to support the incident with a commitment of ten percent of their personnel as they are able.

## **SECTION THIRTEEN**

### **RECIPROCITY/RIEMBURSEMENT**

1. A Participating Political Subdivision understands and agrees that each Participating Political Subdivision shall bear the full and sole responsibility for any and all costs and expenses arising from, or connected with, any police mutual aid assistance rendered by the Participating Political Subdivision under this Agreement insofar as such costs and expenses relate to its own personnel and equipment used or dispatched hereunder, including such personnel pay and fringe benefits, overtime, backfill of resources, stand by time, equipment, supplies, and materials etc. while rendering assistance under this Agreement.

2. The requesting political subdivision, when making application for federal or state funds for reimbursement of the cost of the emergency operation, shall apply for such funds for responding participating political subdivisions as established under the Michigan Emergency Management Act (P.A. 390 of 1976 Sec. 11 as amended; MCL30.411). Each political subdivision will supply the applicable information and will maintain appropriate records to support such applications.
3. Any fees or re-imbursements shall be in accordance with procedures developed by the Mutual Aid Committee and approved by the participating jurisdictions. Any reimbursement received by the requesting political subdivision shall be prorated between all Participating Political Subdivisions in direct proportion to the costs incurred. Should a dispute arise between parties to the agreement regarding reimbursement or fees, the parties will make every effort to resolve the dispute within 30 days of written notice of the dispute to the parties.
4. If an agreement cannot be reached it shall be submitted by the Mutual Aid Committee at the next Western Wayne County Chiefs Meeting for a final decision.

## **SECTION FOURTEEN**

### **TERMINATION**

1. It is understood and agreed that any Participating Political Subdivision hereto may at any time withdraw from participating in this Agreement upon the vote of its governing body and serving written notice of such Resolution of Withdrawal to the Western Wayne County Police Mutual Aid Committee; provided, however that any such withdrawal shall in no way change the rights and responsibilities of the remaining Participating Political Subdivisions to each other hereunder.

## **SECTION FIFTEEN**

### **DISPUTE RESOLUTION**

1. In the event of any dispute arising out of or relating to this Agreement, both parties agree to first attempt to resolve the matter through good-faith negotiation. If the parties are unable to reach a resolution within thirty (30) days of either party providing written notice of the dispute, the matter shall be referred to the Western Wayne County Police Mutual Aid Committee for investigation and mediation. If this does not result in resolution, the matter will be submitted by the Committee at the next Western Wayne County Police Chief's Meeting for a final decision.

## **SECTION SIXTEEN**

### **MODIFICATIONS AND AMMENDMENTS**

1. This Agreement shall be subject to an annual review by the Western Wayne Mutual Aid Committee, wherein any proposed modifications or amendments may be discussed and agreed upon in good faith. Additionally, any Participating Political Subdivision may propose a change to the Agreement during an after-action review following deployment of the team or upon receipt of information that may impact the Agreement. Any proposed changes must be submitted in writing. Upon mutual agreement, modifications or amendments shall be documented in writing and incorporated into this Agreement. Failure to reach a consensus on proposed changes shall not invalidate the Agreement, and it shall remain in effect until the next annual review.

## **SECTION SEVENTEEN**

### **OPERATIONAL PLAN AND PROCEDURES REQUIREMENT**

1. A Participating Political Subdivision may request the assistance of other Participating Political Subdivisions in preventing, mitigating, responding to, and recovering from disasters and emergencies that result in local state of emergency, or a upon request from a Police Chief, Public Safety Director, Sheriff, or their designee, or in concert with authorized drills or exercises as allowed under this agreement. Request for assistance shall be made through the chief executive officer of a participating political subdivision or their law enforcement designee.
2. Exigent requests may be verbal; however, verbal request will be followed up with a written request or copies of the LEIN messages forwarded to a Mutual Aid Command Liaison Officer and the appropriate Zone Control, who will forward a copy to the Michigan State Police Region 2 South District Liaison and the Wayne County Homeland Security & Emergency Management Director for their visibility.

## **SECTION EIGHTEEN**

### **SUPPLEMENTAL INFORMATION**

#### **1. Disaster Declaration Process**

- a) When an incident occurs, local police, fire and emergency medical services are normally the first to respond. They initially assess the situation, determine its nature, scope and magnitude, and determine if additional assistance is required.
- b) Additional departments and agencies may become involved depending on the nature of the incident. The local emergency management coordinator (EMC) is notified and monitors the situation. If the incident escalates to the point where coordination among

several agencies is required, the EMC activates the local Emergency Operations Center (EOC) and notifies key personnel.

- c) The EMC may recommend that the chief executive of the county or municipality declare a “local state of emergency” under the Michigan Emergency Management Act (Public Act 390 of 1976, as amended), which activates appropriate response and recovery aspects of the local government. Local response procedures are followed as stated in local Emergency Operations Plans (EOPs).
- d) If conditions warrant, the local government’s Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) District Coordinator is notified and, in conjunction with the local EMC, assesses the situation and recommends the personnel, services, and equipment needed.

## **2. Request for State Assistance**

- a) If the chief executive determines that the incident is beyond the control of the local government, he or she may request that the Governor declare a “state of emergency” or “state of disaster” under the Michigan Emergency Management Act and activate state assistance in accordance with the provisions set forth in the act.
- b) This request is made through the MSP/EMHSD District Coordinator and forwarded to the MSP/EMHSD in Lansing, which notifies the Governor of the nature, scope and magnitude of the situation.

**WESTERN WAYNE  
COUNTY  
POLICE MUTUAL  
AID AGREEMENT**



**BYLAWS**



The Western Wayne County Police Mutual Aid Agreement (WWMA) will adopt the National Incident Management Systems (NIMS) comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines and establishes baseline concepts, processes and protocols for the management of incidents at all levels of governments across all sectors. This will allow our jurisdictions to maintain compliance with federally mandated NIMS activities and thus making more of a contribution to the National Response Framework for the management of catastrophic incidents.

## **SECTION ONE - OFFICERS**

The Western Wayne County Police Mutual Aid participating political subdivisions shall elect the following police personnel who shall serve as members of the Mutual Aid Committee and whose responsibilities shall be as follows:

**Chairperson** - The Chairperson shall officiate over all regular, special and/ or emergency meetings of the participating political subdivisions and shall govern the body in accordance with the organizational and operational procedures.

The Chairperson, or Vice-Chairperson in their absence, shall be the spokesperson for the participating political jurisdictions. All official statements relating to the position of the Western Wayne County Police Mutual Aid Agreement shall be communicated through the Mutual Aid Committee.

The Chairperson shall maintain all records relating to the Mutual Aid Agreement in conjunction with the Secretary.

**Vice-Chairperson** - Shall assume the duties and responsibilities of the Chairperson in their absence.

**Secretary** - The Secretary shall be appointed by the Chair or Vice-Chairperson and serve at their pleasure for any work that is related to the Mutual Aid Agreement.

The Secretary shall record the minutes of meetings and maintain records in conjunction with the chairperson.

**Personnel/Training Director** - Shall be responsible for the training of designated logistic, intelligence, and public relations officers as well as other training needs established by the Mutual Aid Committee. Shall assume the duties and responsibilities of the Chairperson, in the absence of the Chairperson and Vice-Chairperson.

**Operations Director** - Shall be responsible for coordination of all operational plans for any disaster or hazardous situation which may occur within the geographical boundaries of the Western Wayne County Police Mutual Aid participating political subdivisions and shall ensure that copies are on file. Shall assume the duties and responsibilities of the Chairperson in the absence of the Chairperson, Vice-Chairperson or Personnel/Training Director.

## **SECTION TWO - ELIGABILITY FOR OFFICE**

Persons elected to a mutual aid office must be a senior command officer of a member participating political subdivision.

## **SECTION THREE - ELECTION OF OFFICERS**

Elections shall be held at the regular November meeting of the Western Wayne County Chiefs meeting. Terms of office are three year terms beginning in January.

Should a position be vacated prior to the expiration of the term, the chairperson shall recommend a person to the Western Wayne County Chiefs at their monthly meeting a replacement to complete that term of office.

## **SECTION FOUR - MEETINGS**

Mutual Aid Committee meetings shall normally be held at the time and place of the Western Wayne County Chiefs Meeting.

## **SECTION FIVE - VOTING ON MUTUAL AID ISSUES**

One member from each participating political subdivision shall have one vote.

## **SECTION SIX - QUORUM**

Two-thirds of the participating political subdivisions must be represented at a meeting to validate any official action or change in the Mutual Aid Agreement.

## **SECTION SEVEN - ASSOCIATE MEMBERS**

Representatives of various disciplines or other subject matter experts may become non-voting members of the Western Wayne County Police Mutual Aid Agreement with the approval of the Western Wayne Mutual Aid Committee.

## **SECTION EIGHT - RULES OF ORDER**

Meetings shall be governed by the current edition of the Roberts Rules.

The Vice-Chairman shall be the official parliamentarian.

## **SECTION NINE - GENERAL BUSINESS**

All matters relating to the Western Wayne County Police Mutual Aid Agreement or operation of WWMA must be ratified by a simple majority of the members present at the monthly meeting of the Western Wayne County Chiefs Meeting.

No business matters shall be concluded or acted upon unless:

- Proper notification has been made to the members in advance of the meeting and any amendments or revisions of the WWMA Agreement must be in writing to all participating jurisdictions before being voted upon
- Or, at least two-thirds of the members are present at the Western Wayne County Police Chief's Meeting where the new item of business is raised.

## **SECTION TEN - COMMITTEES**

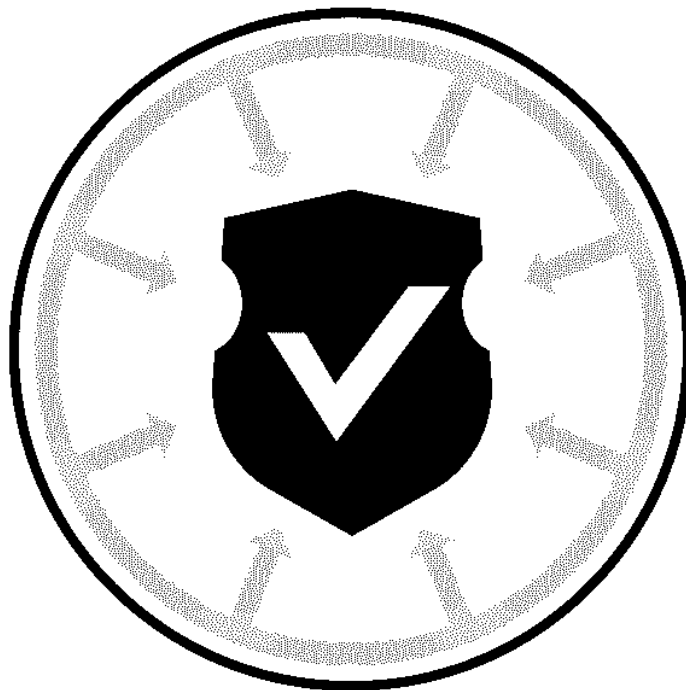
The Chairperson or members of WWMA by simple majority may appoint special committees from among the voting members as it is deems necessary.

## **SECTION ELEVEN - EXPENDITURES**

If there are expenditures in relation to this agreement they must be approved by the Mutual Aid Committee and at least two-thirds of the members present at the Western Wayne County Police Chief's Meeting where the expenditures are present.

# **WESTERN WAYNE COUNTY**

## **POLICE MUTUAL AID AGREEMENT**



## **OPERATIONS PLAN**

## **AUTHORITY**

Operating under the legal authorization of Act 236 MCL 1949 passed 1967 Sections 5.3323 (1) 5.3323 (3) and MCL 30.410(2), municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federal recognized tribal nations or all of these entities.

## **MISSION**

The Western Wayne County Police Mutual Aid (WWMA) political subdivisions recognize that emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and property and for the best use of available assets both private and public. While familiar hazards such as floods, tornadoes, chemical spills, wildfires, and storms continue to threaten public health and safety in our jurisdictions, terrorism, both domestic and international, has emerged as a serious threat. The system shall provide for police mutual aid assistance among the participating political subdivisions in the prevention of, response to, and recovery from, any disaster or hazardous situation or emergency, in any area of commitment.

## **EXECUTION**

The operation involves the mobilization and commitment of police personnel, attached supporting elements and Western Wayne County Specialty teams, to provide for mutual aid assistance among participating political subdivisions in the prevention of, response to, and recovery from, any disaster, hazardous situation or emergency as set forth in the Western Wayne County Police Mutual Aid Agreement.

Police personnel at the request of a participating political subdivision will provide direct support or will assemble under the direction of the Western Wayne County Police Mutual Aid Command Liaison Officer at a preplanned assembly area, to be further assigned to the Target Jurisdiction and support the forces of the requesting jurisdiction or be employed under the command of the Mutual Aid Command Liaison Officer for such operations as required.

Special response teams shall include, but are not limited to, the Western Wayne Special Operations Team (WWSOT), Western Wayne Mobile Field Force (WWMFF) and/or Western Wayne Crisis Negotiation Team (WWCNT). These teams are comprised of personnel from jurisdictions electing to participate in these teams and may or may not be members belonging to the Western Wayne County Mutual Aid Agreement. These teams shall be governed by their Individual Mutual Aid Agreements or Memorandums of Understanding.

## **TARGET JURISDICTION**

The target jurisdiction is defined as a participating political subdivision in which a disaster, hazardous situation or emergency occurs or one which anticipates a disaster, hazardous situation or emergency to develop. The Chief of Police, Public Safety Director, Sheriff, or their designee, from the target jurisdiction shall be the Incident Commander.

The Incident Commander, will implement the following NIMS components:

- Resource Management to include collaboration and coordination across the participating jurisdictions to systematically manage resources, including personnel, equipment, teams, supplies and facilities.
- Command and Coordination enabling the efficient incident management and coordination through a flexible, standardized incident management structure.
- Establish the Incident Command System (ICS), which defines the operating characteristics, management components, and structure of incident management organizations throughout the life cycle of the incident and provides for the establishment of an On-Scene Command Post and a command structure, headed by an Incident Commander, to direct and control emergency response operations at the scene of an incident.
- Communications and information management to ensure incident personnel and other decision makers have the means and information needed to make and communicate decisions.

Additionally the Incident Commander in coordination with the WWMA Command Liaison Officer will develop response plans as necessary, including but not limited to, the following:

- Isolation and containment
- Crowd and mob containment and dispersal
- Incident situation procedures
- Traffic control
- Integration of other agency and discipline participation
- Recovery procedures
- EOC and key installation security
- After action briefings

## **WESTERN WAYNE COUNTY POLICE MUTUAL AID COMMAND LIAISON OFFICER**

The Mutual Aid Command Liaison Officer will be a qualified, specially designated administrative level Command Officer, not of the Target Jurisdiction. The Command Liaison Officer would preferably be from within the same zone as the Target Jurisdiction; however, any qualified Mutual Aid Command Liaison Officer may be selected. The Command Liaison Officer will have the responsibility and authority to mobilize, assemble, and attach elements of the WWMA to the Target Jurisdiction.

The Command Liaison Officer in cooperation with the Target Jurisdiction will utilize the Incident Command System which is part of the National Incident Management System and will operate from the Target Jurisdiction's Emergency Operations Center (EOC) and establish liaison with the Target Jurisdiction and supporting disciplines. In addition, the Command Officer Liaison in coordination with the Target Jurisdiction Incident Commander will:

- The Command Officer Liaison will facilitate the Target Jurisdiction's request for deployment within existing capabilities by contacting the Zone Control(s) to notify personnel of deployment status. The Liaison will ensure that Zone Control has made contact with the appropriate number of personnel necessary to fulfill the deployment needs.
- Evaluate and establish commitment priorities if multiple jurisdictions are affected when conflict of jurisdictional interests rise.
- Review command strategy. The Command Liaison shall have continuing responsibility to coordinate with Incident Command and the Multi-Agency Coordination Group if it has been established. The MAC Group is an off-site group made up of agency administrators, executives or designees of stakeholder agencies that support Incident Command and the EOC by providing policy guidance and resource allocation.

Additionally, the Command Officer Liaison will coordinate with the Incident Commander of the Target Jurisdiction in developing response plans or implementing the following where needed:

- Isolation and containment
- Crowd and mob containment and dispersal
- Preparedness for curfews, firearms, ammunition, liquor, gasoline and similar items that may need restrictions
- Incident situation procedures
- Traffic control
- Arrest procedures
- Maintaining situation logs
- Executing evacuations and/or shelter in place
- Special needs population
- Information sharing, collection, analyzing, dissemination and security (Fusion Center)
- Prosecutor and court liaison
- Integration of other agency and discipline participation
- Develop a time-phasing procedure for personnel and resources
- Recovery procedures
- EOC and key installation security
- After action briefings

## **PARTICIPATING POLITICAL SUBDIVISION RESPONSIBILITIES**

Member participating political subdivisions shall have personnel trained in the Incident Command System and will assigned to the following positions and responsibilities:

**Zone Control Jurisdiction(s)** will respond to the request of the Target Jurisdiction through the Command Liaison Officer for mutual aid resources.



- Those designated as Zone Control Jurisdictions shall, at the direction of the Command Liaison Officer, contact the respective partner jurisdictions to obtain mutual aid to fulfill the Target Jurisdiction request.
- Zone Control will utilize LEIN to communicate, coordinate, and confirm resource availability and deployment status with the partner jurisdictions within their Zone and relay this information to the Command Liaison Officer.
- They will confirm the number of resources, equipment and supply information available for deployment within their Zone and relay that information to the Command Liaison Officer.
- Zone Control for partner jurisdictions contiguous to the Target Jurisdiction should be considered for deployment first due to their proximity and familiarity with the Target Jurisdiction.
- Additional Zone Control Jurisdictions will be contacted by the Command Liaison Officer for additional support as needed by the Target Jurisdiction.
- LEIN Policies shall be followed when using the LEIN system.

See Attachment 1, Established Zones and Commitments. This attachment shall be updated yearly.

**Division/Group Supervisors** will support the Incident Command through the direction and control of WWMA personnel and resources.

WWMA Division/Group Supervisors will be identified from among each of the participating WWMA jurisdictions. Division/Group Supervisors shall have the continuing responsibility for assisting in formulating response plans for disaster or hazardous situations and training programs for participating jurisdictions.

During deployment, the Division/Group Supervisor will:

- Command and assign specific tasks to WWMA personnel under their control and coordinate with other Division/Group Supervisors. They shall be responsible to the Incident Commander unless jurisdiction has been ceded to higher governmental authority.
- Implement the plan to respond to the critical incident, disaster, or hazardous situation. There can be no delay in taking action in the field and thus a plan should be formed and ready for implementation. Participating jurisdictions should routinely discuss possible courses of action with all disciplines and not wait until a critical incident, disaster, or hazardous situation occurs.
- Utilize WWMA personnel in support of the operation.
- Maintain continuous situational awareness and report changes to the Incident Commander and the Command Liaison Officer.
- Provide for a manageable chain of command within the personnel assigned to them and other Division/Group Supervisors.
- Complete scheduling for WWMA personnel assigned to the incident

**Staging Area Manager** will be assigned to support the incident and shall be responsible for:

- Receiving responding mutual aid personnel, inspecting and recording equipment use at the staging/assembly area.
- Accounting for all WWMA personnel reporting to the incident

The ICS organizational structure can be scaled to incorporate additional elements based on the type, size, scope and complexity of an incident or planned event. As deemed necessary by the Target Jurisdiction in coordination with the Command Liaison Officer, the following positions may be filled with WWMA personnel trained in the following disciplines.

**Logistics Chief** will coordinate with the Target Jurisdiction and:

- Inventory and list available facilities, equipment, and supply resources at local, state and federal levels, to include non-governmental as well as governmental
- Develop a plan for interoperability of all communications systems
- Identify special equipment needs for the team
- Make provisions for transportation of arrestees and temporary detention facilities
- Provide for the procurement and distribution of riot control agents and munitions
- Develop a plan for handling of evacuees, including transportation, feeding, housing, and other temporary requirements
- Record keeping, personnel time records, material and equipment logs
- Provide hydration, nutrition and medical care for all personnel

**Public Information Officer** will coordinate with the Target Jurisdiction to support:

- Public relations and public information activities in coordination with local radio, television, and newspapers, and for the preparation and dissemination of media releases, proclamations, and similar media releases
- Public and elected official information and awareness

**Safety/Medical Officer** will coordinate with the Target Jurisdiction to support:

- Responder Safety and Overall Incident Safety (MIOSHA) and family support
- Implement emergency medical care measures
- Medical capabilities and surge
- Mass Care

## ATTACHMENT 1

### Established Zones and Commitments

| Police Mutual Aid Task Force Personnel Commitments |                       |              |                     |                   |                |               |               |                  |
|----------------------------------------------------|-----------------------|--------------|---------------------|-------------------|----------------|---------------|---------------|------------------|
| Western Wayne                                      | Zone                  | Zone control | Community           | Total LE officers | 1st call (10%) | 2nd call (5%) | 3rd call (5%) | MATF Total (20%) |
|                                                    | II-A (ALPHA)          |              | Dearborn Heights    | 61                | 6              | 3             | 3             | 12               |
|                                                    |                       | XX           | Dearborn            | 186               | 18             | 9             | 9             | 36               |
|                                                    |                       |              | Garden City         | 36                | 3              | 1             | 1             | 5                |
|                                                    |                       |              | Inkster             | 20                | 2              | 1             | 1             | 4                |
|                                                    |                       |              | Wayne               | 25                | 2              | 1             | 1             | 4                |
|                                                    |                       |              | Westland            | 75                | 7              | 3             | 3             | 13               |
|                                                    | II-B (BRAVO)          |              | Canton Twp.         | 90                | 9              | 4             | 4             | 17               |
|                                                    |                       | XX           | Livonia             | 126               | 12             | 6             | 6             | 24               |
|                                                    |                       |              | Northville          | 14                | 1              | 0             | 0             | 1                |
|                                                    |                       |              | Northville Twp.     | 36                | 3              | 1             | 1             | 5                |
|                                                    |                       |              | Plymouth            | 16                | 1              | 0             | 0             | 1                |
|                                                    |                       |              | Plymouth Twp.       | 28                | 2              | 1             | 1             | 4                |
|                                                    |                       |              | Redford             | 52                | 5              | 2             | 2             | 9                |
|                                                    |                       |              | Schoolcraft College | 21                | 2              | 1             | 1             | 4                |
|                                                    | II-C (CHARLIE)        |              | Belleville          | 9                 | 1              | 0             | 0             | 1                |
|                                                    |                       |              | Huron Twp.          | 29                | 2              | 1             | 1             | 4                |
|                                                    |                       |              | Metro Airport       | 90                | 9              | 4             | 4             | 17               |
|                                                    |                       |              | Metro Parks         | 53                | 5              | 2             | 2             | 9                |
|                                                    |                       |              | Romulus             | 40                | 4              | 2             | 2             | 8                |
|                                                    |                       |              | Sumpter Twp.        | 18                | 1              | 0             | 0             | 1                |
|                                                    |                       | XX           | Van Buren Twp.      | 43                | 4              | 2             | 2             | 8                |
|                                                    |                       |              | WC Sheriff          | 20                | 2              | 1             | 1             | 4                |
|                                                    | Western Wayne Totals: |              |                     | 1088              | 101            | 45            | 45            | 191              |

*Commitments Effective 5/23/24*

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NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Belleville Police Department**

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

I certify that the foregoing is adopted by the Belleville Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Canton Township Police Department**

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

I certify that the foregoing is adopted by the Canton Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Dearborn Police Department**

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

I certify that the foregoing is adopted by the Dearborn Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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



NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Dearborn Heights Police Department**

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

I certify that the foregoing is adopted by the Dearborn Heights Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Garden City Police Department**

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

I certify that the foregoing is adopted by the Garden City Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Huron Clinton Metropolitan Authority Police Department**

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

I certify that the foregoing is adopted by the Huron Clinton Metropolitan Authority Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Huron Township Police Department**

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

I certify that the foregoing is adopted by the Huron Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Inkster Police Department**

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

I certify that the foregoing is adopted by the Inkster Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Livonia Police Department**

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

I certify that the foregoing is adopted by the Livonia Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Northville Police Department**

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

I certify that the foregoing is adopted by the Northville Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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



NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Northville Township Police Department**

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

I certify that the foregoing is adopted by the Northville Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Plymouth Police Department**

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

I certify that the foregoing is adopted by the Plymouth Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Plymouth Township Police Department**

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

I certify that the foregoing is adopted by the Plymouth Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Redford Police Department**

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

I certify that the foregoing is adopted by the Redford Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Romulus Police Department**

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

I certify that the foregoing is adopted by the Romulus Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Schoolcraft College Police Department**

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

I certify that the foregoing is adopted by the Schoolcraft College Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Sumpter Township Police Department**

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

I certify that the foregoing is adopted by the Sumpter Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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



NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Van Buren Township Police Department**

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

I certify that the foregoing is adopted by the Van Buren Township Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Wayne Police Department**

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

I certify that the foregoing is adopted by the Wayne Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Wayne County Metropolitan Airport Authority Police Department**

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

I certify that the foregoing is adopted by the Wayne County Metropolitan Airport Authority Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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ADOPTED BY: **Wayne County Sheriff's Department**

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

I certify that the foregoing is adopted by the Wayne County Sheriff's Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Westland Police Department**

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

I certify that the foregoing is adopted by the Westland Police Department

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Additional Required Approval: (If necessary)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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





## LETTER TO THE LIVONIA CITY COUNCIL

17.

### Parks and Recreation February 11, 2025

#### MEETING DATE

R031025

#### PRESENTED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation

#### AGENDA ITEM

ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.

#### BACKGROUND DETAILS

The Department of Parks and Recreation has received the attached donations. In accordance with IRC Sec. 170(c)(1), the City of Livonia is in receipt of these donations and will use them exclusively for public purposes. The City of Livonia has not furnished any benefits or provided services to be valued in consideration of these gifts.

#### PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

We respectfully request that the Livonia City Council accept these donations.

#### SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

N/A

#### CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

N/A

#### DETAILED WORK BEING PERFORMED

N/A

#### FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

The Department further requests that Council does hereby credit \$48,805 to account 208-000-674-010, \$2,270 to account 211-000-674-216, \$69,117 to 270-000-674-010.

#### ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

N/A



REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): N/A

#### ATTACHMENTS

1. Acceptance of Donations 2024 List

#### APPROVED BY



Date: February 12, 2025

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: February 18, 2025

Debra Peck Lichtenberg, CPA, Finance Director



Date: February 20, 2025

Maureen Miller Brosnan, Mayor

Parks and Recreation Donations 2024

| <b>Donor</b>                                                                           | <b>Cash Donations</b> | <b>Reason</b>                                                  |
|----------------------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------|
| Paul Finch, 19304 Lathers,<br>Livonia, MI 48152                                        | \$325.70              | Eagle Scout Project                                            |
| Bill and Ellen Karson, 14630 W.<br>Parkwood Dr. #211, Surprise,<br>AZ 85374            | \$25                  | In memory of Kathleen<br>Glynn                                 |
| Sauk Trail Questers #573                                                               | \$50                  | In memory of Kathleen<br>Glynn                                 |
| Katherine Berger, 5801 Euclid<br>Road, Cincinnati, OH 45236                            | \$100                 | In memory of Kathleen<br>Glynn                                 |
| Livonia Garden Club                                                                    | \$250                 | Gardens                                                        |
| Friends for the Development of<br>Greenmead                                            | \$30,000              | Rehabilitation Projects                                        |
| Livonia Community Foundation,<br>33300 5 Mile Road, Ste. 102,<br>Livonia, MI 48154     | \$5,000               | Construction of ADA<br>compliant entrance to<br>Newburg School |
| Patricia Jason, 14026 Barbara<br>St. Livonia, MI 48154                                 | \$100                 |                                                                |
| Gary Herwick, 15332<br>Bainbridge, Livonia, MI 48154                                   | \$50                  |                                                                |
| Livonia Garden Club                                                                    | \$100                 | Gardens                                                        |
| Sarah Cochrane Chapter<br>NSDAR, 11882 Trailwood Rd.,<br>Plymouth, MI 48170            | \$100                 |                                                                |
| Carol Brichford, 35553<br>Springvale, Farmington Hill, MI<br>48331                     | \$2,000               | Construction of ADA<br>compliant entrance to<br>Newburg School |
| Anonymous                                                                              | \$76.5                | Sunday Tour Donations                                          |
| Anonymous Donations                                                                    | \$73                  |                                                                |
| Anonymous                                                                              | \$9,366.80            | Night of Lights                                                |
| Seniors Over Sixty<br>S.O.S                                                            | \$100.00              | Donation                                                       |
| Roberta McDonell<br>36016 Parkhurst<br>Livonia, MI 481545                              | \$150.00              | Donation                                                       |
| Erika Arnold<br>21470 Power<br>Farmington, MI 48336                                    | \$10.00               | AARP Tax Program                                               |
| Eugen & Margie Prellwitz<br>8944 Cavell Ave<br>Livonia, MI 48150                       | \$10.00               | AARP Tax Program                                               |
| Livonia Woodcarver's Group<br>Gertrude Grusendorf<br>18996 Whitby<br>Livonia, MI 48152 | \$1,000.00            | Donation for "PARTY"<br>"Day of the Dead"                      |
| Livonia Anniversary Committee<br>P.O. Box 51430                                        | \$1,000.00            | Donation for Senior<br>Programs                                |

|                                                                                                             |                                                 |                                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| Livonia, MI 48150                                                                                           |                                                 |                                                     |
| Hardies Family Trust<br>15855 Farmington Road<br>Livonia, MI 48154                                          | \$15,000                                        | Shakespeare in the Park                             |
| Michigan Humanities Council<br>2364 Woodlake Dr. Ste 100<br>Okemos, MI 48864                                | \$1,210                                         | Kid's Concert Series                                |
| American Chemical Society<br>29412 Oakley<br>Livonia, MI 48154                                              | \$95                                            | Rocket Workshop                                     |
| MASCO Corporation<br>17450 College Parkway<br>Livonia, MI 48152                                             | \$20,000                                        | Night of Lights                                     |
| Christian Financial Credit Union<br>33036 W. Seven Mile, Livonia                                            | \$2,000                                         | Big Picnic, Flea Market<br>Turkey Trot              |
| Coach's Corner<br>36000 Seven Mile,<br>Livonia 48152                                                        | \$3,500                                         | Softball and Soccer<br>Sponsor                      |
| TrinityElite Sports Performance<br>13245 Newburgh, Livonia                                                  | \$20,000                                        | 100 Days to Health                                  |
| Livonia Arts Commission<br>15100 Hubbard<br>Livonia, MI 48154                                               | \$2000                                          | Summer concert series,<br>arts & crafts, volunteers |
| Dave MacFarland<br>MacFarland & Company Home<br>Sales<br>39500 Orchard Hill Pl Suite #100<br>Novi, MI 48375 | \$1,500                                         | Livonia AIR Programs                                |
| Livonia Community Foundation<br>33300 Five Mile Road, Suite<br>105, Livonia, MI                             | \$2,000                                         | Holiday Parade                                      |
| Livonia Community Foundation<br>33300 Five Mile Road, Suite<br>105, Livonia, MI                             | \$3,000                                         | AIR Art From The Heart<br>Event                     |
| <b>Donor</b>                                                                                                | <b>In Kind Donations</b>                        | <b>Reason</b>                                       |
| The Flag Shop<br>11665 Levan Rd.,<br>Livonia, MI                                                            | 2 Ogio Sling<br>Backpack<br>2 American Flag kit | Turkey Trot                                         |
| Thomas's Dining & Catering<br>33971 Plymouth Rd, Livonia, MI                                                | \$40 in Gift<br>Certificates                    | Turkey Trot                                         |
| George's Senate Coney Island,<br>39430 Dun Rovin Drive,<br>Northville, MI                                   | \$100 in Gift<br>Certificates                   | Turkey Trot                                         |
| Las Palapas<br>33308 Plymouth Rd, Livonia                                                                   | \$100 in Gift<br>Certificates                   | Turkey Trot                                         |
| Senate Coney Island,<br>34359 Plymouth Rd, Livonia                                                          | \$30 in Gift<br>Certificates                    | Turkey Trot                                         |

|                                                                                 |                                                                             |                                                                 |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------|
| Kellin Equipment Sales Inc,<br>27476 Five Mile Rd, Livonia, MI                  | \$60 in Panera Gift Cards<br>\$40 Starbucks Gift Cards                      | Turkey Trot                                                     |
| Shell Gas Station, 31301 Five Mile Rd, Livonia, MI 48154                        | \$25 Gift Card                                                              | Turkey Trot                                                     |
| Potbelly, 29579 Plymouth Rd, Livonia, MI                                        | \$10 Gift Certificate                                                       | Turkey Trot                                                     |
| Deluxe Nails and Spa, 29611 Plymouth Rd, Livonia, MI                            | \$20 Gift Card                                                              | Turkey Trot                                                     |
| Merri Bowl Lanes<br>30950 Five Mile Rd, Livonia, MI                             | 2 Free Hours of Bowling                                                     | Turkey Trot                                                     |
| Riverside Arena, 36635 Plymouth Rd, Livonia, MI                                 | 5 Free Admissions                                                           | Turkey Trot                                                     |
| Smykowski Family                                                                | \$75 in Cheesecake Factory Gift Cards<br>\$50 Outback Steakhouse Gift Cards | Turkey Trot                                                     |
| Michigan Bounce House Rentals, 40600 Michigan Ave., Unit 1511, Canton, MI 48187 | Bounce Houses<br>Approx. \$1,500                                            | NYE party, summer concert series, food truck rally, open houses |
| Livonia Kiwanis                                                                 | Postage Stamps, approx. \$125                                               | Santa Letters                                                   |
| The WAY Church<br>8900 Middlebelt<br>Livonia, MI 48150                          | Volunteers, toys, baskets, giveaways, Approx. \$1,000                       | Holiday parade, Lunch with Santa, Haunted Barn                  |
| Busch's Livonia<br>37083 Six Mile Rd<br>Livonia, MI 48152                       | Coffee, Water, Donuts, Bananas, approx. \$1,000                             | Egg Hunt, Turkey Trot, Tree Lighting                            |
| Fry Family                                                                      | \$50 Rocky's Gift Card                                                      | Turkey Trot                                                     |