Agenda
Royal Oak City Commission Meeting

Monday, July 14, 2025, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at 248-246-3050 at least two (2) business days prior to the meeting.

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13. Adjournment

PRESENTATION TO THE CITY COMMISSION

TITLE	**City Manager Presentation: Ten from the Top**
SUBMITTING DEPARTMENT	**City Manager**
PRESENTER	**Joseph Gacioch**

Introduction of presentation:
The City Manager will give a brief, no more than 10-minute presentation highlighting key updates on City Commission projects, staff priorities, and topics of community interest.

For the July 14th meeting, the updates will feature the Parking System Transition, the new Throne portable restrooms, and improvements planned for the Senior Center.

CITY COMMISSION AGENDA ITEM

TITLE	**Public Hearing to Consider the Demolition of the Building Located at 1005 N Main Street**
SUBMITTING DEPARTMENT	**Community Development - Building**
PRESENTER	**Jason Craig**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

Under the city code, it is unlawful to keep or maintain any structure that meets the definition of a dangerous building. A dangerous building is defined in section 556-4,D-110.2 of the city of Royal Oak Code.

The above-referenced property was presented for consideration on December 16, 2024, to Hearing Officer Anthony Offak. On January 29th, 2025, Hearing Officer Offak issued an Order to Demolish or otherwise make safe all structures on the property within thirty (30) days. The owner of the property has not complied with the Order.

A hearing has been scheduled for July 14, 2025, for the City Commission to review the Findings and Order of the Hearing Officer and allow the property owner the opportunity to show cause why the building should not be demolished or otherwise made safe.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$0.00**
AMOUNT CURRENTLY BUDGETED	**$0.00**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**N/A**
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact
☐Revenue impact (details below)
☐Workload impact (details below)
☐Operations Impact (details below)

REVENUE IMPACT:
N/A
WORKLOAD IMPACT:
N/A

OPERATIONS IMPACT:
N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

COMMUNITY ENGAGEMENT
This is a Public Hearing.

BOARD AND COMMISSION FEEDBACK
N/A

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby orders the demolition of the building located at 1005 N. Main Street; and

Be it further resolved, the Royal Oak City Commission hereby orders the Building Official to seek bids for the demolition of the building located at 1005 N. Main Street and restoration of the site.

ATTACHMENTS:

Copy of City Ordinance 556-4 D-110

1005 N. Main Findings and Order of Hearing Officer

STATE OF MICHIGAN
CITY OF ROYAL OAK

FINDINGS AND ORDER OF HEARING OFFICER

This matter, having come before me, a duly appointed Hearing Officer for the City of Royal Oak, on the 16th day of December, 2024, on petition of the City of Royal Oak Building Department, concerning an alleged dangerous and unsafe structure located at 1005 N. Main St, Royal Oak. Said petitions having been filed pursuant to the provisions of City Ordinance Chapter 556-4 (D), Sections P.M.-110.0 - 110.2, the notice of said Hearing having been presented to the owner or party in interest in said premises.

Evidence having been presented on behalf of the enforcing agency, the City of Royal Oak Building Department, by Mr. Jason Craig, Building Official, and others, and the Hearing Officer having been made fully advised of the premises, the following findings are hereby made:

- The structure has been unoccupied since 2017.
- The structure exterior looks dilapidated with holes and portions in decay.
- The structure interior is not fit for occupancy.

THEREFORE, IT IS ORDERED that all the structures on the property be demolished or other wise make safe the building or structure for its intended use within thirty (30) days of the date of these Findings and Order.

IT IS FURTHER ORDERED that if the owner neglects or refuses to comply with this order, a report of these Findings and Order shall be filed with the City Commission, with a request that necessary action be taken by the City Commission to demolish or otherwise make safe the building or structure for its intended use.

Anthony Offak
Hearing Officer

Dated: ____1/29/25_____

City of Royal Oak, MI
Wednesday, July 2, 2025

Chapter 556. Property Maintenance

§ 556-4. Additional amendments to standards.

D. Section 110, Condemnation and demolition, is hereby added to read as follows:

110 CONDEMNATION AND DEMOLITION

110.1 General: It is unlawful for any owner or agent thereof to keep or maintain any dwelling, structure or part thereof, which is a dangerous building as defined in Section PM-110.2 below.

110.2 Definition of a dangerous building: As used herein, "dangerous building" means any building or structure which has any of the following defects or is in any of the following conditions:

(a) Whenever any door, aisle, passageway, stairway or other means of exit does not conform to the approved fire code of the City of Royal Oak.

(b) Whenever any portion has been damaged by fire, wind, flood, deterioration, neglect, abandonment, vandalism, or by any other cause in such a manner that the structural strength or stability is appreciably less than it was before the damage and does not meet the minimum requirements of this chapter or any building code of the City of Royal Oak for a new building or similar structure, purpose or location.

(c) Whenever any portion or member or appurtenance is likely to fall or become detached or dislodged or to collapse and thereby injure persons or damage property.

(d) Whenever any portion has settled to such an extent that walls or other structural portions have materially less resistance to winds than is required in the case of new construction by this chapter or the building code of the City of Royal Oak.

(e) Whenever the building or structure or any part, because of dilapidation, deterioration, decay, faulty construction, or because of the removal or movement of some portion of the ground necessary for the purpose of supporting such building, or portion thereof, or for other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning is likely to fall or give way.

(f) Whenever for any reason whatsoever the building or structure or any portion is manifestly unsafe for the purpose for which it is used.

(g) Whenever the building or structure has been so damaged by fire, wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein to their danger, or as to afford a harbor for vagrants, criminals or immoral persons, or as to enable persons to resort thereto for the purpose of committing a nuisance or unlawful or immoral acts.

(h) Whenever a building or structure used or intended to be used for dwelling purposes, because of dilapidation, decay, damage or faulty construction or arrangement or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to cause sickness or disease when so determined by the Health Officer, or is likely to work injury to the health, safety or general welfare of those living within.

(i) Whenever any building becomes vacant, dilapidated and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.

(j) Whenever the Code Official estimates the cost of placing the building in safe and sanitary condition exceeds 50% of the real value as determined by the City Assessor.

(k) Whenever any building or structure is under construction or repair without a valid permit.

110.3 Notice of dangerous and unsafe condition:

(a) Notwithstanding any other provision of this code, when the whole or any part of any building or structure is found to be in a dangerous or unsafe condition, the City shall issue a notice of the dangerous and unsafe condition.

(b) Such notice shall be directed to the owner, agent or lessee registered with the City. If no owner, agent or lessee has been registered, then the notice shall be directed to each owner of or party of interest in the building in whose name the property appears on the last local tax assessment records.

(c) The notice shall specify the time and place of a hearing on the condition of the building or structure, at which time and place the person to whom the notice is directed shall have the opportunity to show cause why the building or structure should not be ordered to be demolished or otherwise made safe.

(d) The hearing officer shall be appointed by the City Commission. The City's Code Enforcement Department shall file a copy of the notice of dangerous or unsafe condition with the hearing officer.

(e) All notices shall be in writing and shall be served upon the person to whom they are directed personally, or in lieu of personal service may be mailed by certified mail, return receipt requested, addressed to such owner or party of interest at the address shown on the tax records, at least 10 days before the date of the hearing described in the notice. If any person to whom a notice is directed is not personally served, in addition to mailing the notice, a copy thereof shall be posted upon a conspicuous part of the building or structure.

110.4 Testimony, determination, order, compliance, hearing, cost of compliance as lien, collection:

(a) The hearing officer shall take testimony of the Code Enforcement Department, the owner of the property and any interested party. The hearing officer shall render his decision, either closing the proceedings or ordering the building to be demolished or otherwise made safe.

(b) If it is determined by the hearing officer that the building or structure should be demolished or otherwise made safe, he shall so order, fixing a time in the order for the owner, agent or lessee to comply therewith.

(c) If the owner, agent or lessee fails to appear or neglects or refuses to comply with the order, the hearing officer shall file a report of his findings and a copy of his order with the City Commission and request that the necessary action be taken to demolish or otherwise make safe the building or structure. A copy of the findings and order of the hearing officer shall be served on the owner, agent or lessee in the same manner as the notice.

(d) The City Commission shall fix a date for hearing, reviewing the findings and order of the hearing officer and shall give notice to the owner, agent or lessee in the manner described above of the time and place of the hearing. At the hearing, the owner, agent or lessee shall be given the opportunity to show cause why the building should not be demolished or otherwise made safe, and the City Commission shall either approve, disapprove or modify the order for the demolition or making safe of the building or structure.

(e) The cost of the demolition or making the building safe shall be in a lien against the real property and shall be reported to the City Assessor, who shall assess the cost against the property on which the building or structure is located.

(f) The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified of the amount of such cost by first-class mail at the address shown on the records. If he fails to pay the same within 30 days after

mailing by the Assessor of the notice of the amount thereof, the Assessor shall add the same to the next City tax roll of the City and the same shall be collected in the same manner in all respects as provided by law for the collection of taxes by the City.

Minutes

Royal Oak City Commission Closed Session Meeting

June 23, 2025, 6:30 p.m.
City Hall, Room 122
203 S. Troy Street
Royal Oak, Michigan 48067

Present:	Mayor Fournier Commissioner Cheezum Commissioner Douglas Commissioner Herzog Mayor Pro Tem Hunt Commissioner Kolo
Absent:	Commissioner Macey

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1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 6:45 p.m.

2. Request to enter Closed Session under Section 8(h) of the Open Meetings Act to consider privileged attorney-client communications in a written legal opinion that is exempt from discussion or disclosure by state and federal statute.

Mayor Pro Tem Hunt joined the meeting at 6:55 pm.

Moved by: Commissioner Douglas
Seconded by: Commissioner Cheezum

Be it resolved, the city commission hereby enters into Closed Session under Section 8(h) of the Open Meetings Act to consider privileged attorney-client communications in a written legal opinion that is exempt from discussion or disclosure by state and federal statute.

Ayes (5): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, and Commissioner Kolo

Motion Adopted (5 to 0)

3. Closed Session

4. Return to Open Session

5. Adjourn

Moved by: Commissioner Herzog
Seconded by: Commissioner Douglas

Motion to adjourn at 7:35 p.m.

Ayes (6): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, Mayor Pro Tem Hunt, and Commissioner Kolo

Motion Adopted (6 to 0)

Melanie Halas, City Clerk

Michael C. Fournier, Mayor

Minutes

Royal Oak City Commission Meeting

June 23, 2025, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

Present:	Mayor Fournier Commissioner Cheezum Commissioner Douglas Commissioner Herzog Mayor Pro Tem Hunt Commissioner Kolo
Absent:	Commissioner Macey

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1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 7:43 p.m.

2. Invocation by Commissioner Cheezum

3. Pledge of Allegiance

4. Royal Oak Workforce Housing Lockwood Development Project: The Lofts on Third (400 East Third Street)

City Manager Joe Gacioch and Kyle Hines, the Oakland County Housing Trust Fund Manager, gave an update on workforce housing in Royal Oak.

5. Approval of Agenda

Moved by: Commissioner Cheezum
Seconded by: Commissioner Herzog

Be it resolved, the city commission hereby approves the agenda for the June 23, 2025 meeting.

Motion Adopted

6. Public Comment

Denise Allard, 101 Curry, spoke against the 11 Mile project.

Peggy Pineau, 1003 West 11 Mile Road, spoke against the 11 Mile project.

Bill Harrison hoped that the proclamation for Tim Thwing would be pulled from the consent agenda and read aloud. He spoke about the elevator repair, the agenda center and the contamination of the Sheetz site.

Dora Baltrusaitis, 320 South Pleasant, spoke against the 11 Mile project.

Woody Gontina, 1805 Greenleaf, spoke about elected officials who make decisions to make this a great place for the residents.

Alex Morford spoke in support of the 11 Mile project and was excited to see the 400 East Third Street project happen.

Joe Labataille, 709 Frederick, spoke in support of the 11 Mile project.

No name given, a new resident who is a transportation manager, was pleased to hear about the 11 Mile project.

Trevis Moore, 906 East 5th Street, spoke in support of the 11 Mile project.

No name given spoke about the 11 Mile project and the Gunn-Dyer park improvements.

Matt Callahan, Las Vegas Nevada, spoke about his history as the city engineer and the 11 Mile project. Keeping the street safe for the pedestrians.

Jim Rasor, 502 West Lincoln, spoke in favor of the 11 Mile project. He is in favor of parallel parking on 11 Mile in front of the businesses.

Dan Godek, 1121 East 3rd Street and member of the traffic committee, discussed the 11 Mile project.

Janice Wagman spoke about her public comment on the budget from the last meeting. Total headcount for the city is not flat compared to last year from page 287 of the budget. She spoke about the agenda center as well - keep the old version of agendas/documents posted. She is not in favor of the 11 Mile project.

Nancy Poprafsky spoke about public comment.

7. Public Hearing on Brownfield Plan for Lincoln Place (200 East Lincoln Avenue)

Michael Nadolski from Champion Development Group and Joe Agostinelli from Michigan Growth Advisors spoke about the proposed brownfield project and answered questions from the commissioners.

Mayor Fournier opened the public hearing.

Alex Morford spoke in favor of this proposed project.

Nancy Poprafsky was not in favor of the project.

Bill Harrison spoke about the contaminated removal of the property as needed.

With no one else wishing to speak, Mayor Fournier closed the public hearing.

Moved by: Commissioner Kolo
Seconded by: Commissioner Herzog

Whereas the City of Royal Oak has a brownfield redevelopment authority pursuant to Public Act 381 of 1996, the Brownfield Redevelopment Financing Act, as amended; and

Whereas the Brownfield Redevelopment Authority has determined that it is necessary for the achievement of the purposes of Act 381 to adopt a brownfield plan for 211 East Lincoln Avenue (parcel nos. 25-22-158-007 and 25-22-158-010) and 204 to 220 East 7th Street (parcel nos. 25-22-158-005 and 25-22-158-006); and

Whereas in accordance with Act 381, the Brownfield Redevelopment Authority recommended adoption of a brownfield plan to the City Commission for approval following a public hearing; and

Whereas the City Commission conducted a public hearing on June 23, 2025, on the brownfield plan attached hereto dated May 12, 2025.

Now, therefore, be it resolved that:

1. The City Commission concurs with the resolution adopted by the Brownfield Redevelopment Authority on May 20, 2025, and hereby approves the brownfield plan as requested by the petitioner attached hereto dated May 12, 2025.
2. The brownfield plan for 211 East Lincoln Avenue (parcel nos. 25-22-158-007 and 25-22-158-010) and 204 to 220 East 7th Street (parcel nos. 25-22-158-005 and 25-22-158-006) constitutes a public purpose, and that:
3. The brownfield plan meets the requirements set forth in Public Act 381 of 1996, as amended;
4. The proposed method of financing costs of eligible activities in the brownfield plan is feasible and the Brownfield Redevelopment Authority has the ability to arrange financing;
5. The costs of eligible activities in the brownfield plan are reasonable and necessary to carry out the purposes of Act 381 of 1996, as amended;
6. The amount of captured taxable value estimated to result from the adoption of the brownfield plan is reasonable; and
7. The brownfield plan is in reasonable accord with the Master Plan for the City of Royal Oak.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

Motion Adopted

8. Public Hearing on Commercial Rehabilitation District for Lincoln Place (200 East Lincoln Avenue)

Joe Agostinelli from Michigan Growth Advisors spoke to the commissioners and answered their questions.

Mayor Fournier opened the public hearing. With no one wishing to speak, Mayor Fournier closed the public hearing.

Moved by: Commissioner Cheezum
Seconded by: Mayor Pro Tem Hunt

Whereas, pursuant to Public Act 210 of 2005, as amended, the City of Royal Oak has the authority to establish "Commercial Rehabilitation Districts" within the City of Royal Oak at the request of a commercial business enterprise or on its own initiative; and

Whereas Lincoln and Troy, LLC, has filed a written request with the City Clerk of the City of Royal Oak requesting the establishment of the Commercial Rehabilitation District for an area in the vicinity of 211 East Lincoln Avenue (parcel nos. 25-22-158-007 and 25-22-158-010), 204 East 7th Street (parcel no. 25-22-158-005), and 220 East 7th Street (parcel no. 25-22-158-006), located in the City of Royal Oak hereinafter described; and

Whereas the City Commission of the City of Royal Oak determined that the district meets the requirements set forth in Section 2(b) of Public Act 210 of 2005, as amended; and

Whereas written notice has been given by certified mail to all owners of real property located within the proposed district as required by Section 3(3) of Public Act 210 of 2005, as amended; and

Whereas, on June 23, 2025, a public hearing was held and all residents and taxpayers of the City of Royal Oak were afforded an opportunity to be heard thereon; and

Whereas the City Commission deems it to be in the public interest of the City of Royal Oak to establish the Commercial Rehabilitation District as proposed.

Now, therefore, be it resolved by the City Commission of the City of Royal Oak that the following described parcels of land situated in the City of Royal Oak, County of Oakland, and State of Michigan, to wit: T1N, R11E, SEC 22, ASSESSOR'S PLAT NO. 20, LOTS 1, 2, 7, 8 & 9, BLK 37; be and here is established as a Commercial Rehabilitation District pursuant to the provisions of Public Act 210 of 2005, as amended, to be known as the Lincoln Place Commercial Rehabilitation District.

Motion Adopted

9. Consent Agenda

Commissioner Cheezum removed item I from the consent agenda.

Moved by: Commissioner Douglas
Seconded by: Commissioner Cheezum

Be it resolved, the city commission hereby approves the consent agenda as follows:

Motion Adopted

9.a City Commission Meeting Minutes June 9, 2025

Be it resolved, the city commission meeting minutes of June 9, 2025 are hereby approved.

9.b Claims

9.b.a June 13 2025

Be it resolved, the claims of June 13 2025 are hereby approved.

9.b.b June 24 2025

Be it resolved, the claims of June 24 2025 are hereby approved.

9.c Approval of Purchase Orders

Be it resolved, the city commission approves the following requisition/purchase orders for
fiscal year 2024-25:

Requisition # R008411 change order
Vendor: Dell Marketing L.P.
Requesting approval for: $61,340 additional for a total of $418,420
Price Source: MiDeal pricing (contract # 071B6600111)
Budgeted: $418,420
Department / Fund: information systems / information systems
Description: CrowdStrike renewal

Requisition # R008396 change order
Vendor: Trans-Tek Transport
Requesting approval for: $20,000 additional for a total of $315,000
Price Source: in a multi-year contract
Budgeted: $315,000
Department / Fund: multiple / multiple
Description: refuse haul out from DPS yard & material for DPS operations
Requisition # R008846 change order
Vendor: Marine City Nursery Company

Requesting approval for: $31,520 additional for a total of $197,520
Price Source: in a multi-year contract

Budgeted: $197,520
Department / Fund: parks & forestry, streets parkway maintenance / general,
major streets, local streets
Description: tree planting program

Requisition # R008417 change order
Vendor: Canfield Equipment Service, Inc.
Requesting approval for: $2,000 additional for a total of $173,890
Price Source: quote
Budgeted: $173,890
Department / Fund: motor pool / motor pool
Description: vehicle repair & maintenance parts

Requisition # R008407 change order
Vendor: EMS Management & consultants Inc.
Requesting approval for: $11,000 additional for a total of $121,000
Price Source: in a multi-year contract
Budgeted: $121,000
Department / Fund: ambulance services / public safety
Description: ambulance billing services

Requisition # R008413 change order
Vendor: Core & Main
Requesting approval for: $10,000 additional for a total of $110,000
Price Source: estimation
Budgeted: $110,000
Department / Fund: water maintenance / water & sewer
Description: curb stop/box copper, bricks, block, mortar, pipes

Requisition # R008867 change order
Vendor: Plante Moran Realpoint
Requesting approval for: $1,050 additional for a total of $88,320
Price Source: estimation
Budgeted: $88,320
Department / Fund: manager & sewer maintenance / general & water & sewer
Description: real estate consulting, restroom consulting, utility rate study & consulting services

Requisition # R009130
Vendor: Spartan Distributers Inc.
Requesting approval for: $78,010
Price Source: Omnia Partners/contract #2023261
Budgeted: $78,010
Department / Fund: motor pool / motor pool
Description: groundmaster

Requisition # R008533 change order
Vendor: Kone Inc.
Requesting approval for: $13,400 additional for a total of $58,400
Price Source: Omnia Partners/contract #2019001564
Budgeted: $58,400
Department / Fund: multiple / multiple
Description: elevator repair & maintenance services

Requisition # R008397 change order
Vendor: The Dent Shop
Requesting approval for: $3,000 additional for a total of $53,000
Price Source: estimation
Budgeted: $53,000
Department / Fund: motor pool / motor pool
Description: repairs of vehicles

Requisition # R008436 change order
Vendor: Cintas Corporation
Requesting approval for: $5,000 additional for a total of $50,000
Price Source: Omnia Partners/contract #222886
Budgeted: $50,000
Department / Fund: multiple / multiple
Description: cleaning service for floor mats at city hall and other various city buildings

Requisition # R008550 change order
Vendor: AIS Construction Equipment
Requesting approval for: $12,000 additional for a total of $47,000
Price Source: MiDeal pricing (contract #MA240000000158)
Budgeted: $47,000
Department / Fund: motor pool / motor pool
Description: parts/labor needed for repairs & compactor

Requisition # R008440
Vendor: Michigan Municipal League
Requesting approval for: $45,490
Price Source: sole source
Budgeted: $45,490
Department / Fund: multiple / multiple
Description: dues & memberships/training

Requisition # R008515 change order
Vendor: La Grasso, Abdo & Silveri
Requesting approval for: $5,000 additional for a total of $40,000
Price Source: estimation / coordinator bid by Royal Oak
Budgeted: $40,000

Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R008859
Vendor: Aspen Door Supply
Requesting approval for: $38,000
Price Source: quotes
Budgeted: $38,000
Department / Fund: multiple / multiple
Description: door replacements & repairs

Requisition # R008470 change order
Vendor: Kiesler's Police Supply
Requesting approval for: $5,000 additional for a total of $35,000
Price Source: estimation (MiDeal pricing/contract #071B6600124)
Budgeted: $35,000
Department / Fund: police / public safety
Description: police ammo & weapons & training

Requisition # R008519 change order
Vendor: Edith Blakney Law Firm
Requesting approval for: $5,000 additional for a total of $35,000
Price Source: estimation / coordinator bid by Royal Oak
Budgeted: $35,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R008454
Vendor: Garrett Door Company
Requesting approval for: $35,000
Price Source: quotes
Budgeted: $35,000
Department / Fund: multiple / multiple
Description: door replacements & repairs

Requisition # R008604 change order
Vendor: Fire Defense Equipment
Requesting approval for: $5,000 additional for a total of $35,000
Price Source: estimation (all individual purchases are less than $5,000)
Budgeted: $35,000
Department / Fund: multiple / multiple
Description: building repair & maintenance services as needed

Requisition # R009046
Vendor: TAP Testing and Prevention Center
Requesting approval for: $32,380
Price Source: estimation
Budgeted: $32,380

Department / Fund: ambulance services / public safety
Description: panel tests

Requisition # R008498
Vendor: Costello Law Office
Requesting approval for: $30,000
Price Source: estimation / bid by Royal Oak
Budgeted: $30,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R0078509
Vendor: Juan Gonzalez
Requesting approval for: $30,000
Price Source: estimation / bid by Royal Oak
Budgeted: $30,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R008632
Vendor: 21st Century Media
Requesting approval for: $30,000
Price Source: sole source
Budgeted: $30,000
Department / Fund: multiple / multiple
Description: advertising & legal notices for The Daily Tribune

Requisition # R008553
Vendor: Royal Oak Ford
Requesting approval for: $30,000
Price Source: estimation (all individual purchases/services are less than $3,000)
Budgeted: $30,000
Department / Fund: motor pool / motor pool
Description: vehicle repair & maintenance parts/services

Requisition # R008559
Vendor: Rowerdink Inc.
Requesting approval for: $30,000
Price Source: estimation (all individual purchases are less than $3,000)
Budgeted: $30,000
Department / Fund: motor pool / motor pool
Description: vehicle repair & maintenance parts

Requisition # R008713
Vendor: Altior Law
Requesting approval for: $30,000
Price Source: agreement
Budgeted: $30,000

Department / Fund: attorney / general
Description: services regarding municipal parking services

Requisition # R008399
Vendor: K & M Tire
Requesting approval for: $30,000
Price Source: estimation (all individual purchases are less than $3,000)
Budgeted: $30,000
Department / Fund: motor pool / motor pool
Description: tires as needed

Requisition # R008530
Vendor: Jay's Septic Tank Service
Requesting approval for: $30,000
Price Source: estimation (all individual purchases are less than $1,000)
Budgeted: $30,000
Department / Fund: solid waste & parks & forestry / solid waste & general
Description: hand sanitizer

Requisition # R009124
Vendor: Clarke Mosquito Control Products
Requesting approval for: $27,530
Price Source: quote
Budgeted: $27,530
Department / Fund: sewer maintenance / water & sewer
Description: sewer mosquito prevention

9.d Approval of Final Amendments to Fiscal Year 2024-2025 Budgets

Be it resolved, the Royal Oak City Commission hereby approves the year-end budget amendments as reflected in the attached documents.

9.e Approval Agreement with Kone, Inc to Repair the Center Street Parking Structure Elevator

Be it resolved, the Royal Oak City Commission hereby approves the attached agreement with Kone, Inc. for repairs to the elevator at the Center Street Parking Structure and authorizes the Mayor and City Clerk to execute the agreement on behalf of the City.

9.f Request to Fill Building Maintenance Repair Worker I Position

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Building Maintenance Repair Worker I Position.

9.g Award Contract of Lighting Electrical Retrofit at the 514 Lafayette Parking Structure

Be it resolved, the Royal Oak City Commission hereby approves awarding the contract for the Lighting Electrical Retrofit at the 514 Lafayette Parking

Structure to Competitive Lightings Inc. of Clinton Township, MI in the amount of $203,391.80; and

Be it further resolved, the following Budget Amendment for the Lighting Electrical Retrofit at the 514 Lafayette Parking Structure, using competitively bid contract pricing or other due diligence in accordance with the City's purchasing policy and/or under the following Agreements is authorized.

FUND IMPACTED:	
	INCREASE (DECREASE)
APPROPRIATIONS:	
Risk Management Fund	**$103,391.80**
TOTAL APPROPRIATIONS	**$103,391.80**
NET INCREASE (DECREASE) TO FUND BALANCE	**$**

9.h Set Public Hearing Date for 1005 N Main Street

Be It Resolved, the City Commission hereby sets a public hearing for 1005 N. Main Street for Monday, July 14th, 2025, at 7:30 p.m., for the purpose of reviewing the Findings and Order of the Hearing Officer and allowing the property owner to show cause why the building(s) and structure(s) should not be demolished or otherwise made safe.

9.i Resolution for Complete Streets, Vision Zero, and 11 Mile Safe Streets Application

Moved by: Commissioner Cheezum
Seconded by: Commissioner Herzog

Whereas the Royal Oak Master Plan established a goal to ensure people who walk, roll, bicycle, drive, or use public transit are well accommodated throughout Royal Oak by optimizing and expanding shared and dedicated facilities, making streets safe for everybody, and connecting the city's many destinations.

Whereas Complete Streets are conducive to a connected city where safe, active, and ample space is provided for pedestrians, bicycles, transit riders alongside motorists and commercial vehicles.

Whereas Complete Streets incorporate planning, designing, constructing, operating, and maintaining streets that promote safe and convenient travel for people of all ages and abilities.

Whereas streets designed primarily for motorists increase the likelihood of fatalities and serious injury crashes involving a motor vehicle.

Whereas Vision Zero is an international road traffic safety initiative to implement actions to reach zero traffic-related deaths.

Whereas the City of Royal Oak commits to the goal of zero serious injuries and eliminating all road fatalities by December 31, 2030.

Whereas physical improvements along the 11 Mile Road corridor may incorporate Complete Streets design principles like appropriate width sidewalks, highly visible crosswalks, median islands, curb extensions, street trees and landscaping, lighting improvements, an appropriate number of travel lanes, and comfortable and accessible public transportation stops.

Whereas proposed physical improvements along the 11 Mile Road corridor will also significantly reduce serious traffic-related injuries and eliminate road fatalities.

Therefore be it resolved, the Royal Oak City Commission supports the submittal of a Safe Streets and Roads for All grant application to help fund the design and construction of the 11 Mile Road Corridor Improvement Project and,

Be it further resolved, the Royal Oak City Commission supports the development of a city-wide Complete Streets plan.

Motion Adopted

9.j Award of Professional Services Contract for Gunn-Dyer Park Improvements

Be it resolved, the Royal Oak City Commission hereby awards the professional engineering services for CDBG-funded improvements to Gunn-Dyer Park to, Nowak & Fraus Engineers of Pontiac, Michigan, currently under contract with the city, based on their bid price and directs staff to issue a purchase order in the amount of $95,238.50 and as modified by required change orders.

9.k Request to Fill Three Librarian I Vacancies

Be it resolved, the Royal Oak City Commission hereby approves the filling of three Librarian I Positions.

9.l Proclamation Honoring the Public Service Career of Community and Economic Development Director Tim Thwing

Whereas, Tim Thwing was hired as a Planner III in 1991. Tim's technical acumen, professional initiative, and self-discipline led him to multiple promotions in his first 10 years, ending with the City's Director of Planning in 2001. In 2014, Tim was given the opportunity to serve as the Director of Community Development, which led to his oversight of economic development, planning, engineering, building, and code enforcement.

As a Planner III during the 90's, Tim took on a major contributor role in supporting Royal Oak's investment in its downtown streetscape, narrowing roads, widening sidewalks, increasing the urban canopy, and helping spur a boom in downtown retail, restaurants, and nightlife.

As Director of Planning during the 2000's, Tim oversaw the growth of mid-rise condos and apartments, adding hundreds of new units downtown, which built off the success of the previous decade.

Tim's leadership role as the Community Development Director allowed him to oversee a new era of civic reinvestment, including the transformation of Royal Oak's civic campus, the creation of Centennial Commons Park, the Police Headquarters update, and renovation of the Royal Oak Farmers Market.

Tim Thwing's 34 years of dedicated service to Royal Oak reflect a deep commitment to the built environment and the people who live, work, and visit here. His career is visible not just in plans and policies, but in the people, bricks, parks, and neighborhoods that define our city.

True to his character, Tim credits the successes of his career to those around him—his colleagues, city employees, elected officials, developers, business owners, and community volunteers. This humility is the mark of a public servant who has led with purpose and reminds us all of what it takes to build a thriving community.

Now, therefore, be it resolved, I, Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby extend our congratulations on the occasion of his retirement. Tim is a credit to this community, the Community Development Department, the Downtown Development Authority, and it's with heartfelt appreciation that we celebrate his achievement.

9.m Request to Fill Vacant Deputy City Manager Position

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Deputy City Manager position as recommended by the City Manager.

9.n Fiscal Year Ending 26 Annual Baseline Salary Adjustment for Executive Level Employees

Be it resolved, the Royal Oak City Commission approves of the recommended annual baseline salary adjustment for Executive classified employees for FYE 26.

9.o Renewal of Contract with Community Media Network TV as Vendor for WROK TV

Be it resolved, the Royal Oak City Commission hereby approves the agreement with Community Media Network Television for the period of July 1, 2025 through June 30, 2026 to provide services for WROK; and

Be it further resolved, that the Mayor and City Clerk shall have the authority to sign the agreement Government Meeting Video Services Pricing and the Cable Access Management Agreement.

9.p Approval of Fiscal Year 2025-2026 Royal Oak Youth Assistance Agreement for Services

Be it resolved, the City Commission approves the Fiscal Year 2025-26 Royal Oak Youth Assistance Agreement for Services; and

Be it further resolved, the City Commission authorizes the Mayor and City Clerk to execute the agreement on behalf of the City.

9.q Receive and FIle

9.q.a American Rescue Plan Act Enabled Project Funding Report

9.q.b April 2025 Investment Report

10. Award Contract for Mahany-Meininger Senior Community Center (3500 Marais) Renovation Project

Moved by: Commissioner Kolo
Seconded by: Commissioner Douglas

Be it resolved, the Royal Oak City Commission hereby approves the contract with Usztan LLC to perform the improvements at the Royal Oak Senior Center for the total amount of $564,000.

Motion Adopted

11. Review of Potential New Sidewalk Locations - 2025 Sidewalk Improvement Program

Moved by: Commissioner Kolo
Seconded by: Commissioner Douglas

Be it resolved, the Royal Oak City Commission hereby approves the installation of sidewalks where none currently exist at the following locations with the addition of a painted crosswalk in front of the car wash on Woodward Avenue: and

Location #	Street:	From:	To:	Description:
2	Leafdale Avenue	Parmenter Boulevard	310 feet north	West side of road
3	Parmenter Boulevard	Delemere Avenue	Leafdale Boulevard	North side of road
4	Woodward Avenue	Rockingham Avenue	100 feet south	West side of road

Be it further resolved, the Royal Oak City Commission exempts properties from installing new sidewalk at the following locations:

Location #	Street:	From:	To:	Description:
1	Elmhurst Avenue	Torquay Avenue	Dead End	West side of road
5	Starr Road	Edgar Avenue	Greenway Avenue	South side of road
6	Mandalay Avenue	Starr Road	Normandy Road	East side of road
7	Normandy Court	Normandy Road	Normandy Court	West side of road
8	Normandy Court	Cul-de-sac	Normandy Court	East and West side of road
9	Normandy Court	Normandy Road	Edgeland Avenue	East side of road
10	Edgeland Avenue	290 feet north	Normandy Court	West and South side of road
11	Edgeland Avenue	Normandy Road	600 feet north	East side of road
12	Delemere Court	Cul-de-sac	325 feet north	West side of road
13	Delemere Court	Cul-de-sac	Delemere Boulevard	South and East side of road
14	Delemere Court	Delemere Boulevard	150 feet west	North side of road
15	Nakota Road	Delemere Boulevard	250 feet west	South side of road
16	Nakota Road	Delemere Boulevard	Fernlee Avenue	North side of road
17	Nakota Road	Fernlee Avenue	Dead end	North side of road
18	Fernlee Avenue	Samoset Road	Nakota Road	East side of road
19	Fernlee Avenue	Samoset Road	Nakota Road	West side of road
20	Samoset Road	Fernlee Avenue	125 feet east	South side of road
21	Samoset Road	Fernlee Avenue	Delemere Boulevard	North side of road
22	Samoset Road	Fernlee Avenue	Dead End	South side of road

Motion Adopted

12. May 2025 Traffic Committee Resolutions

12.a Traffic Committee Resolution 1 (May 27 2025 Traffic Committee Agenda Item 6a)

Moved by: Commissioner Douglas
Seconded by: Commissioner Cheezum

Be it resolved, the city commission hereby approves the traffic committee's recommendation to make the following signage changes on Marywood Drive between Upton Avenue and Catalpa Drive, as outlined in agenda item 6a:

- Remove the existing "No Parking 8am-4pm Except Sat, Sun & Holidays" signs on both sides of the street (8 signs).
- Install "No Parking No Standing 7:30am-9:30am, 2:30pm-3:30pm School Days Only" on the west side of the street (4 signs).
- Install "No Student Drop-Off or Pick-Up" on the east and west side of the street (8 signs).

Motion Adopted

12.b Traffic Committee Resolution 2 (May 27 2025 Traffic Committee Agenda Item 6b)

Moved by: Commissioner Kolo
Seconded by: Mayor Pro Tem Hunt

Be it further resolved, the city commission will adopt the hybrid plan, with parking on north side with new developments, new curbs that extend the green space , more pedestrian crosswalks, trees as allowed, and to have staff come back in six months with a plan to start a regional discussion on connectivity with other cities.

Motion Adopted

13. Lockwood Development Project: The Lofts on Third (400 East Third Street)

Commissioner Kolo left the table at 11:22 p.m. He returned to the table at 11:24 p.m.

13.a Consideration of an Ordinance Amendment to Chapter 671 Taxation for a Payment In Lieu Of Taxes, First Reading

Moved by: Commissioner Kolo
Seconded by: Commissioner Herzog

Whereas the Royal Oak City Commission has determined that 400 E. Third Limited Dividend Housing Association Limited Partnership's affordable and workforce housing development is a public necessity because it provides a "variety of housing that works for everyone" and fulfills the strategic goal of the city being a "welcoming, engaged, and livable community".

Whereas the Royal Oak City Commission understands that a Payment In Lieu of Taxes is a required local financial incentive under the Michigan State Housing Development Authority's Low Income Housing Tax Credit program that subsidizes the creation or preservation of affordable rental housing.

Whereas 400 E. Third Limited Dividend Housing Association Limited Partnership has requested a Payment In Lieu of Taxes as an additional financial incentive to make its mixed-income housing development a reality.

Therefore, be it resolved, the Royal Oak City Commission hereby approves, upon first reading, Ordinance Amendment 2025-04, to add a new Article III, Sections 671-24 through 671-33, to Chapter 671 Taxation of Part II: General Legislation; to provide for a service charge in lieu of taxes for a housing project for affordable and workforce housing financed with federal low income housing tax credits ("LITHC") pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (The "Act")."

Motion Adopted

13.b Proposed Interlocal Agreement between City and Oakland County for Lockwood Mixed-income Housing: Oakland County Housing Trust Fund and City of Royal Oak American Rescue Plan Enabled Fund Transfer

Moved by: Commissioner Cheezum
Seconded by: Mayor Pro Tem Hunt

Be it resolved, the Royal Oak City Commission hereby approves the Interlocal Agreement as revised between the City of Royal Oak and Oakland County for the transfer of $1,950,000.00 in ARP-Enabled Funds from the City to the County in support of the Lockwood Income Restricted Housing Project, in conjunction with funding provided through the Oakland County Housing Trust Fund (OCHTF), and subject to the terms and obligations set forth in the agreement; and

Be it further resolved, the City Commission authorizes the City Attorney to approve reasonable and non-substantive amendments to the agreement as may be requested by Oakland County following its legal review and authorizes the Mayor and City Clerk to execute same.

Motion Adopted

13.c Approval of Municipal Services Agreement for the Lockwood Development Project: Lofts on Third (400 East Third Street)

Moved by: Commissioner Douglas
Seconded by: Commissioner Herzog

Be it resolved, the Royal Oak City Commission hereby approves the Municipal Services Agreement between the City and 400 E. Third Limited Dividend Housing Association Limited Partnership and authorizes the Mayor and Clerk to execute same.

Motion Adopted

14. Adjournment

Moved by: Commissioner Herzog
Seconded by: Commissioner Douglas

Motion to adjourn at 11:43 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor

CITY COMMISSION AGENDA ITEM

TITLE	**City Clerk Department Request to Fill Municipal Clerk III Vacancy**
SUBMITTING DEPARTMENT	**City Clerk**
PRESENTER	**Melanie Halas**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City Commission.
[Adopted 06/02/2008 and Amended 05/20/2024]

EXECUTIVE SUMMARY

This position was created due to a promotion from within to Election Specialist in my department. This position assists the public counter, answers phones and is cross trained with other employees in the department.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	
Included in the budget	☒**Yes** ☐ **No**
Are you filling a position that was previously held?	☒**Yes** ☐ **No**
Funding Source/GL Number:	

OTHER FISCAL IMPACTS:

Select all that apply.

☒ No fiscal impact
☐Revenue impact (details below)
☐ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

Efficient and Effective Services: This position will assist both the public-facing counter and behind-the-scenes daily operations.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Municipal Clerk III vacancy in the City Clerk's Department.

Vendor Code	Vendor Name / Invoice	Description	Amount
RBOND	123 Net		
	BENG-230071	BD Bond Refund	10,000.00
	BENG-240152	BD Bond Refund	10,000.00
TOTAL FOR: 123 Net			20,000.00
19367	200X85 HOLDINGS		
	44026	2025 NATIONS CUP FOR 2012 ROYAL OAK EAGLES	1,000.00
TOTAL FOR: 200X85 HOLDINGS			1,000.00
02044	ACTION MAT & TOWEL RENTAL		
	668396	MAT RENTALS	288.11
TOTAL FOR: ACTION MAT & TOWEL RENTAL			288.11
17171	ADOBE/CREATIVE CLOUD		
	05/28/2025	LIBRARY CREATIVE CLOUD SOFTWARE	419.88
TOTAL FOR: ADOBE/CREATIVE CLOUD			419.88
11533	ADVANCED BUILDER SUPPLY		
	00257196	PARKS/GROUNDS MAINTENANCE SUPPLIES	30.00
TOTAL FOR: ADVANCED BUILDER SUPPLY			30.00
00035	AFLAC		
	081067	A8734 PAYROLL	5,776.18
TOTAL FOR: AFLAC			5,776.18
18351	AHSRESCUE		
	33991	FIRE DEPT RESCUE HARNESSES	3,655.36
TOTAL FOR: AHSRESCUE			3,655.36
06403	AIRLINES PARKING		
	05/29/2025	POLICE HARVARD SCHOOL TRAVEL/MOORE	287.00
TOTAL FOR: AIRLINES PARKING			287.00
00043	AIS CONSTRUCTION EQUIPMENT CORP.		
	H65995	COMPACTOR	9,563.94
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT CORP.			9,563.94
00044	AJAX MATERIALS CORPORATION		
	316166	COLD PATCH	7,074.20
TOTAL FOR: AJAX MATERIALS CORPORATION			7,074.20
06106	AJAX PAVING INDUSTRIES INC		
	CAP2315 PE17	2023 MAJOR ROAD IMPROVEMENTS/ASPHALT RESURFACING FI	118,062.24
	CAP2507 PE1	2025 N. MAIN AND COOLIDGE RESURFACING IMPROVEMENTS	411,095.82
TOTAL FOR: AJAX PAVING INDUSTRIES INC			529,158.06
13328	ALDI		
	06/06/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	40.08
TOTAL FOR: ALDI			40.08
04745	ALLIED PRINTING		
	78397	SUMMER 2025 TAX BILL MAILING	19,475.95
TOTAL FOR: ALLIED PRINTING			19,475.95
20196	ALY DARIN PHOTOGRAPHY		
	1447	SUMMER COMMUNITY PHOTOGRAPHY	5,000.00
TOTAL FOR: ALY DARIN PHOTOGRAPHY			5,000.00

Vendor Code	Vendor Name / Invoice	Description	Amount
17165	AMAZON CAPITAL SERVICES		
	13NL-XVGT-TVHM	LIBRARY SUPPLIES	9.95
	179N-PLYG-6HCG	LIBRARY SUPPLIES	561.53
	1J7L-6DWQ-9QTW	LIBRARY SUPPLIES	386.33
	1KRT-XP11-C4QM	LIBRARY SUPPLIES	57.81
	1MCD-XHHJ-7T3V	LIBRARY SUPPLIES	109.63
	1T7M-339J-CVFD	LIBRARY SUPPLIES	185.41
	1XKF-3M6V-PYGW	LIBRARY SUPPLIES	51.99
TOTAL FOR: AMAZON CAPITAL SERVICES			1,362.65

Vendor Code	Vendor Name / Invoice	Description	Amount
06654	AMAZON.COM		
	05/28/2025	ANIMAL SHELTER SUPPLIES	16.99
	05/28/2025	COURT OFFICE SUPPLIES	99.99
	05/28/2025	COURT OFFICE SUPPLIES	133.08
	05/28/2025	SENIOR CTR OPERATING SUPPLIES	185.21
	05/29/2025	JUNETEENTH SUPPLIES	25.88
	05/29/2025	SENIOR CTR TRAILS PROGRAM SUPPLIES	28.98
	05/29/2025	SPLASH PAD SUPPLIES	99.98
	05/29/2025	POLICE OPERATING SUPPLIES	86.84
	05/30/2025	SENIOR CTR PROGRAM SUPPLIES	62.00
	05/30/2025	FIRE & EMS SUPPLIES	102.59
	05/31/2025	CREDIT - SENIOR CTR OPERATING SUPPLIES	(185.21)
	06/02/2025	SENIOR CTR PROGRAM SUPPLIES	173.99
	06/02/2025	RECREATION PROGRAM SUPPLIES	39.84
	06/03/2025	BUILDING DEPT OPERATING SUPPLIES	58.79
	06/03/2025	PLANNING DEPT OFFICE SUPPLIES	32.91
	06/03/2025	FIRE & EMS SUPPLIES	35.90
	06/04/2025	JUNETEENTH SUPPLIES	326.86
	06/04/2025	TOOLS & HARDWARE	129.95
	06/04/2025	TOOLS & HARDWARE	763.47
	06/05/2025	MANAGER PROGRAM SUPPLIES	36.25
	06/05/2025	MANAGER PROGRAM SUPPLIES	1,109.69
	06/05/2025	VEHICLE REPAIR PARTS	159.00
	06/06/2025	MANAGER PROGRAM SUPPLIES	35.76
	06/06/2025	ENGINEERING OFFICE SUPPLIES	32.43
	06/06/2025	FARMERS MKT OFFICE SUPPLIES	32.44
	06/06/2025	FARMERS MKT OFFICE SUPPLIES	8.49
	06/06/2025	P&F FUEL STABILIZER & PAPER TOWEL	393.78
	06/06/2025	POLICE OPERATING SUPPLIES	85.44
	06/06/2025	MOTOR POOL OPERATING SUPPLIES	432.05
	06/06/2025	POLICE OPERATING SUPPLIES	99.54
	06/08/2025	ENGINEERING IPAD CASE	23.91
	06/08/2025	FARMERS MKT FAMILY PRIDE D COR	44.42
	06/08/2025	VEHICLE REPAIR PARTS	185.99
	06/11/2025	FINANCE DEPT OFFICE SUPPLIES	170.00
	06/11/2025	DPS OFFICE SUPPLIES	56.95
	06/11/2025	POLICE OFFICE SUPPLIES	59.97
	06/13/2025	SENIOR CTR BUS 191 SUPPLIES	78.28
	06/15/2025	FIRE DEPT OFFICE FURNITURE	119.98
	06/16/2025	SALTER CTR DROP-IN VOLLEYBALL SUPPLIES	39.99
	06/16/2025	POLICE OFFICE SUPPLIES	214.65
	06/17/2025	TREASURER OFFICE SUPPLIES	59.39
	06/17/2025	PARKING DEPT SUPPLIES	21.28
	06/18/2025	PLANNING DEPT OFFICE SUPPLIES	143.50
	06/18/2025	TREASURER OFFICE SUPPLIES	47.29
	06/19/2025	PRESCHOOL SUPPLIES	9.89
	06/19/2025	PRESCHOOL SUPPLIES	34.49
	06/22/2025	FIRE DEPT OFFICE FURNITURE	586.60
	06/23/2025	CREDIT - IT RETURN OFFICE SUPPLIES	(86.36)
	06/24/2025	FINANCE DEPT OFFICE SUPPLIES	18.18
	06/24/2025	MOTOR POOL OPERATING SUPPLIES	319.95
	06/24/2025	POLICE OFFICE SUPPLIES	10.95
	06/24/2025	POLICE OFFICE SUPPLIES	21.76
	06/25/2025	ANIMAL SHELTER SUPPLIES	34.19
	06/25/2025	ANIMAL SHELTER SUPPLIES	21.59
	06/25/2025	ANIMAL SHELTER SUPPLIES	29.44
	06/25/2025	FINANCE DEPT OFFICE SUPPLIES	7.29
	06/25/2025	ELECTRICAL & LIGHTING SUPPLIES	159.96
	06/26/2025	POLICE WEAPONS & AMMUNITION	74.78
	06/26/2025	HR OFFICE SUPPLIES	219.11
	06/26/2025	HR OFFICE SUPPLIES	56.36
	06/27/2025	IT OFFICE SUPPLIES	83.20
	06/27/2025	POLICE WEAPONS & AMMUNITION	265.50
	06/27/2025	ASSESSING OFFICE SUPPLIES	79.79
TOTAL FOR: AMAZON.COM			7,855.18

Vendor Code	Vendor Name / Invoice	Description	Amount
00060	AMERICA'S FINEST PRINTING		
	51801	SENIOR CTR ROSES INVOICES	407.74
	51806	BUSINESS CARDS/DECAMP, T	68.59
TOTAL FOR: AMERICA'S FINEST PRINTING			476.33
20161	ANIMAKER INC.		
	06/04/2025	MANAGER ONLINE ANIMATION SUBSCRIPTION	300.00
TOTAL FOR: ANIMAKER INC.			300.00
18972	LANCE ANTROBIUS		
	06302025	HOCKEY REFEREE	90.00
TOTAL FOR: LANCE ANTROBIUS			90.00
16793	APWA		
	06/08/2025	MEMBERSHIP/CARDENAS	254.00
TOTAL FOR: APWA			254.00
17226	ARMORERLINK		
	1804867	ANNUAL FIREARM MANAGEMENT SUBSCRIPTION FY25-26	3,600.00
TOTAL FOR: ARMORERLINK			3,600.00
06910	ARROW OFFICE SUPPLY CO		
	413422	LIBRARY OFFICE SUPPLIES	319.92
TOTAL FOR: ARROW OFFICE SUPPLY CO			319.92
20201	ART OF HEALING		
	06282025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	13.00
TOTAL FOR: ART OF HEALING			13.00
07191	ARTS, BEATS & EATS		
	ABE25-018-A	2025 ARTS, BEATS, EATS SPONSORSHIP FINAL PAYMENT	75,000.00
TOTAL FOR: ARTS, BEATS & EATS			75,000.00
15753	ASCENSION MI EMPLOYER SOLUTIONS		
	572742	MEDICAL SERVICES	420.00
	573044	MEDICAL SERVICES	165.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			585.00
16230	AVALON TECHNOLOGIES		
	9246	DELL SERVER & HARDWARE PACKAGE	261,193.49
TOTAL FOR: AVALON TECHNOLOGIES			261,193.49
RBOND	AVRIPAS CONSTRUCTION		
	BENG-240102	BD Bond Refund	7,500.00
TOTAL FOR: AVRIPAS CONSTRUCTION			7,500.00
18482	BAER SOLUTIONS		
	06/04/2025	POLICE LE MED RESPONSE TRAINING/JONES	650.00
	06/09/2025	POLICE LE MED RESPONSE TRAINING/HULL	650.00
	06/19/2025	POLICE TRAINING	1,450.00
TOTAL FOR: BAER SOLUTIONS			2,750.00
18312	ALEX BAHORSKI		
	06242025	REIMBURSE MILEAGE 1/1-6/23 2025	164.29
TOTAL FOR: ALEX BAHORSKI			164.29

Vendor Code	Vendor Name / Invoice	Description	Amount
19590	KURT BAKER		
	7327	ROSES	60.00
	7329	ROSES	150.00
	7331	ROSES	80.00
	7333	ROSES	60.00
	7335	ROSES	80.00
TOTAL FOR: KURT BAKER			430.00
18494	BATCO, INC.		
	05/30/2025	UTILITY LOCATING TRAINING/SEWER DEPT	600.00
	05/30/2025	UTILITY LOCATING TRAINING/WATER DEPT	300.00
TOTAL FOR: BATCO, INC.			900.00
18988	DENNIS BELEVENDER		
	7480	ROSES	45.00
	7482	ROSES	22.50
	7483	ROSES	25.00
TOTAL FOR: DENNIS BELEVENDER			92.50
20089	MIKE BERTRAND		
	6656	ROSES	20.00
	7446	ROSES	150.00
	7447	ROSES	75.00
	7448	ROSES	150.00
TOTAL FOR: MIKE BERTRAND			395.00
00141	BIANCO TRAVEL & TOURS INC		
	6D1.3024	SENIOR CTR DAY TRIP BAY CITY JUNE 27	3,443.75
	6D1.42141	SENIOR CTR DAY TRIP MICHIGAN CENTRAL STATION JUNE 2	5,035.00
TOTAL FOR: BIANCO TRAVEL & TOURS INC			8,478.75
14833	BIG BELLY SOLAR, LLC.		
	57834	HIGH CAPACITY REFUSE/RECYCLING STATION 6/22-7/21	504.00
TOTAL FOR: BIG BELLY SOLAR, LLC.			504.00
18601	BIG BLACK FOOD TRAILER		
	06/20/2025	VOLUNTEER LUNCHES	35.00
TOTAL FOR: BIG BLACK FOOD TRAILER			35.00
00145	BILLINGS LAWN EQUIPMENT		
	487653	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	692.01
	487820	P&F EDGER BLADES	75.00
TOTAL FOR: BILLINGS LAWN EQUIPMENT			767.01
13921	BISECTHOSTING		
	06/10/2025	LIBRARY PREMIUM MINECRAFT HOSTING	9.98
TOTAL FOR: BISECTHOSTING			9.98
11714	KAREN M BISHOP		
	SPRING 2025 DROP-I	FITNESS CLASSES	6.00
TOTAL FOR: KAREN M BISHOP			6.00
RBOND	BISON PLUMBING INC		
	00275053	BD Payment Refund	3,861.00
TOTAL FOR: BISON PLUMBING INC			3,861.00
16129	BJ'S WHOLESALE CLUB		
	05/29/2025	SENIOR CTR PROGRAM SUPPLIES	49.99
TOTAL FOR: BJ'S WHOLESALE CLUB			49.99

Vendor Code	Vendor Name / Invoice	Description	Amount
20148	BLEACHER BAR		
	06/03/2025	POLICE HARVARD SCHOOL MEALS/MOORE	32.82
TOTAL FOR: BLEACHER BAR			32.82
RBOND	BLIZINSKI, KATE M		
	00281766	BD Payment Refund	500.00
TOTAL FOR: BLIZINSKI, KATE M			500.00
18695	BLUE CROSS BLUE SHIELD OF MICHIGAN		
	2506064453.55	MEDICARE PLUS BLUE PPO JULY 2025	155,630.61
TOTAL FOR: BLUE CROSS BLUE SHIELD OF MICHIGAN			155,630.61
19811	BLUE WATER INDUSTRIAL PRODUCTS		
	0000919018	ARENA PROPANE	158.40
	0000919542	ARENA PROPANE	105.60
TOTAL FOR: BLUE WATER INDUSTRIAL PRODUCTS			264.00
17292	BOOK FARM LLC		
	ERG15313	YOUTH SUMMER READING BOOK PRIZES	96.60
TOTAL FOR: BOOK FARM LLC			96.60
19300	ELANA BORDINE		
	BORDINE 1554	REIMBURSE MILEAGE MAY & JUNE 2025	15.54
TOTAL FOR: ELANA BORDINE			15.54
01032	BOUND TREE MEDICAL LLC		
	85817107	FIRE & EMS SUPPLIES	1,276.00
TOTAL FOR: BOUND TREE MEDICAL LLC			1,276.00
05673	BOURLIER'S BBQ FIREPLACE		
	06/26/2025	FIRE & EMS SUPPLIES	42.99
TOTAL FOR: BOURLIER'S BBQ FIREPLACE			42.99
16494	BP		
	06/24/2025	POLICE FUEL COST MACP CONF	48.70
TOTAL FOR: BP			48.70
00171	BRODART		
	C9342	LIBRARY OFFICE SUPPLIES	2,260.00
	M220608	LIBRARY BOOKS	5,595.00
TOTAL FOR: BRODART			7,855.00
14673	BRYX INCORPORATED		
	E4A167A7-0004	BRYX STATION ALERTING SYSTEM YEARLY SERVICE 5/1/25-	3,564.00
TOTAL FOR: BRYX INCORPORATED			3,564.00
19979	BUREAU VERITAS TECHNICAL ASSESSMENT		
	VIS69190-008	FACILITY CONDITION ASSESSMENT	44,274.70
TOTAL FOR: BUREAU VERITAS TECHNICAL ASSESSMENT			44,274.70
14021	BUSINESS INFORMATION SYSTEMS, INC		
	06/08/2025	COURT REMOTE SUPPORT RENEWAL CONTRACT	1,091.48
TOTAL FOR: BUSINESS INFORMATION SYSTEMS, INC			1,091.48
18370	MATTHEW BUTLER		
	251097	INTERPRETER SERVICE, MILEAGE	241.00
TOTAL FOR: MATTHEW BUTLER			241.00

Vendor Code	Vendor Name / Invoice	Description	Amount
03586	C & G NEWSPAPERS		
	0036847-IN	FARMERS MKT DIGITAL AD MAY & JUNE	200.00
	0036861-IN	FARMERS MKT 1/3 PG WOODWARD TALK	313.00
TOTAL FOR: C & G NEWSPAPERS			513.00
00443	CADILLAC ASPHALT LLC		
	CAP2509	2025 13 MILE ROAD RESURFACING IMPROVEMENTS	859,643.06
TOTAL FOR: CADILLAC ASPHALT LLC			859,643.06
12845	CAMFIL USA, INC		
	30562965	ARENA EQUIPMENT REPAIR SUPPLIES	496.60
TOTAL FOR: CAMFIL USA, INC			496.60
00211	CANFIELD EQUIPMENT SERVICE INC		
	301189	EQUIPMENT FOR POLICE F-150 & EXPLORERS UNIT 807	7,051.88
	301204	VEHICLE REPAIR & MAINTENANCE PARTS	56.37
TOTAL FOR: CANFIELD EQUIPMENT SERVICE INC			7,108.25
19826	CANOPY		
	06/15/2025	MANAGER SUBSCRIPTION	45.00
	06/18/2025	MANAGER SUBSCRIPTION	44.00
TOTAL FOR: CANOPY			89.00
18731	CARL CORPORATION		
	INV41000227	LIBRARY - TLC-GO	2,850.00
TOTAL FOR: CARL CORPORATION			2,850.00
20183	CARMELINA'S NORTH END		
	06/22/2025	POLICE HARVARD SCHOOL MEALS/MOORE	50.16
TOTAL FOR: CARMELINA'S NORTH END			50.16
00222	CARRIER & GABLE INC		
	IN46077	DRIVER FEEDBACK SIGN ASSEMBLY - LINCOLN SIGNS - TRA	10,769.75
TOTAL FOR: CARRIER & GABLE INC			10,769.75
05873	CASS TECHNICAL HS MARCHING BAND		
	06262025	JUNETEENTH CELEBRATION HONORARIUM	250.00
TOTAL FOR: CASS TECHNICAL HS MARCHING BAND			250.00
16475	CGS, INC.		
	5683	WORKZONE/TRAFFIC SAFETY TRAINING JUNE 10	1,950.00
TOTAL FOR: CGS, INC.			1,950.00
14419	CHARDON LABORATORIES, INC		
	058356	ARENA COOLING TOWER CHEMICALS & SERVICE	280.00
TOTAL FOR: CHARDON LABORATORIES, INC			280.00
20199	JA'NAY CHATMON		
	9132	PERFORM BLACK NATIONAL ANTHEM	250.00
TOTAL FOR: JA'NAY CHATMON			250.00
18442	CHEWY.COM		
	06/12/2025	ANIMAL SHELTER SUPPLIES	50.47
TOTAL FOR: CHEWY.COM			50.47
18542	CHIPOTLE		
	06/15/2025	POLICE HARVARD SCHOOL MEALS/MOORE	17.71
TOTAL FOR: CHIPOTLE			17.71

Vendor Code	Vendor Name / Invoice	Description	Amount
20182	CIAO ROMA		
	06/16/2025	POLICE HARVARD SCHOOL MEALS/MOORE	37.41
TOTAL FOR: CIAO ROMA			37.41
06649	CINTAS CORPORATION LOC 031		
	4233989633	DPS MAT CLEANING	88.94
	42341726894	DPS MAT CLEANING	88.94
	4234266935	CITY HALL MAT CLEANING	207.94
	4234530710	SENIOR CTR MAT CLEANING	52.77
	5273679302	FIRST AID SUPPLIES SALTER CTR	131.35
	5276137301	FIRST AID SUPPLIES NORMANDY OAKS	131.01
	5276854103	FIRST AID SUPPLIES MEMORIAL PARK	44.25
	5277082101	GLOVES	228.60
TOTAL FOR: CINTAS CORPORATION LOC 031			973.80
18405	CIPPARRONE CONTRACTING INC.		
	CAP2501 PE1	2025 CONCRETE REPLACEMENT & PRE-PAID SIDEWALK IMPRO	153,459.23
TOTAL FOR: CIPPARRONE CONTRACTING INC.			153,459.23
00254	CITY OF ROYAL OAK		
	06272025	PETTY CASH - FARMERS MKT	258.21
TOTAL FOR: CITY OF ROYAL OAK			258.21
20085	MOLLIE CLARAHAN		
	6956	ROSES	105.00
TOTAL FOR: MOLLIE CLARAHAN			105.00
09477	COMCAST		
	05/29/2025	1600 N CAMPBELL RD	350.11
	05/30/2025	514 S LAFAYETTE	124.90
	05/30/2025	514 S LAFAYETTE	169.11
	05/30/2025	1403 LEXINGTON BLVD	313.68
	06/03/2025	212 S CENTER ST	234.25
	06/10/2025	300 S LAFAYETTE	175.49
	06/10/2025	31000 WOODWARD	235.73
	06/15/2025	110 E 11 MILE	170.49
	06/15/2025	398 W 6TH ST UNIT KIOSK	205.79
	06/17/2025	1515 N EDGEWORTH AVE	201.68
	06/22/2025	110 E 3RD ST TRLR	205.79
	06/24/2025	222 E 11 MILE	291.85
	06/24/2025	203 S TROY ST	309.24
	06/25/2025	110 E 5TH ST	205.79
	06/25/2025	1545 E LINCOLN AVE	167.60
TOTAL FOR: COMCAST			3,361.50
13028	COMFORT INNS/SUITES		
	06/16/2025	POLICE SEPLA CONFERENCE/LIPSCOMB	330.75
TOTAL FOR: COMFORT INNS/SUITES			330.75
20149	CONSERVATION MART		
	06/06/2025	CITY HALL TOILET LEAK DETECTION TABLETS	213.12
TOTAL FOR: CONSERVATION MART			213.12
RBOND	Consumers Energy		
	00280832	BD Payment Refund	212.00
TOTAL FOR: Consumers Energy			212.00

Vendor Code	Vendor Name / Invoice	Description	Amount
00307	CONSUMERS ENERGY		
	0023 07/25	400 E 11 MILE	82.97
	0034 07/25	212 S CENTER ST	38.13
	0509 07/25	1545 E LINCOLN AVE	223.74
	1179 07/25	110 E 11 MILE	57.89
	3355 07/25	3123 N MAIN ST	59.19
	6309 07/25	31000 WOODWARD	96.70
	7034 07/25	1600 N CAMPBELL RD	604.14
	7067 07/25	3500 MARAIS AVE	250.44
	7083 07/25	1608 N CAMPBELL RD	39.96
	7109 07/25	1403 LEXINGTON BLVD	1,869.01
	7364 07/25	316 E 11 MILE STE 1	316.81
	7380 07/25	1515 N EDGEWORTH AVE	137.88
	7526 07/25	222 E 11 MILE	1,623.06
	8631 07/25	450 E 11 MILE	962.34
	9076 07/25	203 S TROY ST	471.89
	9946 07/25	215 E 6TH ST	332.42
	9995 07/25	3128 ROCHESTER RD	157.09
TOTAL FOR: CONSUMERS ENERGY			7,323.66
00310	CONTRACTOR'S CLOTHING CO		
	7-129477	UNIFORMS	132.05
	7-129492	UNIFORMS	51.61
	7-129622	UNIFORMS	52.80
	7-129630	UNIFORMS	85.05
	7-129809	UNIFORMS	400.80
	7-129814	UNIFORMS	136.03
TOTAL FOR: CONTRACTOR'S CLOTHING CO			858.34
00311	CONTRACTORS CONNECTION INC		
	7194552	OPERATING SUPPLIES	332.40
TOTAL FOR: CONTRACTORS CONNECTION INC			332.40
08667	CONVERGENT TECHNOLOGY PARTNERS		
	19650	TECHNOLOGY CONSULTING - COURT	350.00
	19651	CONSULTING SERVICES	1,725.00
TOTAL FOR: CONVERGENT TECHNOLOGY PARTNERS			2,075.00
19389	COOL THREADS EMBROIDERY		
	17567	FIRE TSHIRTS	560.00
TOTAL FOR: COOL THREADS EMBROIDERY			560.00
00316	COSTCO WHOLESALE		
	06/10/2025	ANIMAL SHELTER SUPPLIES	192.98
	06/23/2025	ANIMAL SHELTER SUPPLIES	87.36
TOTAL FOR: COSTCO WHOLESALE			280.34
04753	CRAIN'S DETROIT BUSINESS		
	06/13/2025	MANAGER SUBSCRIPTION	225.00
TOTAL FOR: CRAIN'S DETROIT BUSINESS			225.00
19680	CREATIVE MOBIL		
	06/22/2025	POLICE HARVARD SCHOOL TRANSPORTATION	53.75
TOTAL FOR: CREATIVE MOBIL			53.75
19672	CURB TAXI		
	06/02/2025	POLICE HARVARD SCHOOL TRANSPORTATION/MOORE	46.34
TOTAL FOR: CURB TAXI			46.34

Vendor Code	Vendor Name / Invoice	Description	Amount
00334	CUSTOM SECURITY ENGINEERING INC		
	57620	ARENA MONITORING SERVICE JULY 1-SEPT 30 2025	195.00
TOTAL FOR: CUSTOM SECURITY ENGINEERING INC			195.00
07421	NOREEN DALY		
	ND29613-SUMMER	GENTLE YOGA CLASSES	560.00
TOTAL FOR: NOREEN DALY			560.00
08229	FRANK DAWLEY		
	2024-25	BOOT ALLOWANCE	254.39
TOTAL FOR: FRANK DAWLEY			254.39
20195	SHAWN DAWLEY		
	2024-25	BOOT ALLOWANCE	186.03
TOTAL FOR: SHAWN DAWLEY			186.03
20203	DELAMAR TRAVERSE CITY		
	06/22/2025	DELL TECHWORLD CONFERENCE/GOMEZ	732.18
TOTAL FOR: DELAMAR TRAVERSE CITY			732.18
RBOND	Dellacasa Cement Co		
	BENG-250101	BD Bond Refund	2,000.00
TOTAL FOR: Dellacasa Cement Co			2,000.00
09031	DELTA AIRLINES		
	06/02/2025	POLICE HARVARD SCHOOL TRAVEL/MOORE	35.00
	06/22/2025	POLICE HARVARD SCHOOL TRAVEL/MOORE	35.00
TOTAL FOR: DELTA AIRLINES			70.00
00370	DELTA DENTAL PLAN OF MICH		
	JUL 2025	PAYROLL	29,141.23
	JULY 2025	RETIREMENT	25,981.97
TOTAL FOR: DELTA DENTAL PLAN OF MICH			55,123.20
20162	DELTA HOTELS		
	06/04/2025	MAMC CONFERENCE LODGING/BRASWELL	824.04
	06/08/2025	MAMC CONFERENCE LODGING/HALAS	824.04
TOTAL FOR: DELTA HOTELS			1,648.08
19084	THE DENT SHOP		
	2062	VEHICLE 817 REPAIR CLAIM #2501842	7,801.98
TOTAL FOR: THE DENT SHOP			7,801.98
04259	DETROIT FREE PRESS		
	06/06/2025	COURT SUBSCRIPTION	28.99
TOTAL FOR: DETROIT FREE PRESS			28.99
19368	DETROIT HITCH CO.		
	662650	VEHICLE REPAIR PARTS	380.00
	662716	VEHICLE REPAIR PARTS	96.60
	662805	VEHICLE REPAIR PARTS	83.35
TOTAL FOR: DETROIT HITCH CO.			559.95
08821	DUANE DIXON		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: DUANE DIXON			300.00

Vendor Code	Vendor Name / Invoice	Description	Amount
02885	DJ MURRAY PLUMBING		
	10667	FIRE 3 REPAIR	524.00
	10668	FIRE 2 REPAIR	524.00
	10669	FIRE 1 REPAIR	363.00
TOTAL FOR: DJ MURRAY PLUMBING			1,411.00
18018	DOBRE PIEROGIES		
	06212025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	57.00
TOTAL FOR: DOBRE PIEROGIES			57.00
12046	DOLLAR TREE, INC		
	06/15/2025	LIBRARY YOUTH PROGRAM SUPPLIES	42.50
TOTAL FOR: DOLLAR TREE, INC			42.50
20011	DOORDASH		
	06/26/2025	L. FREDERICK PERSONAL PURCHASE ERROR	37.85
	06/27/2025	L. FREDERICK PERSONAL PURCHASE ERROR	68.17
TOTAL FOR: DOORDASH			106.02
06014	DOUBLETREE HOTEL		
	06/02/2025	POLICE HARVARD SCHOOL LODGING/MOORE	300.00
	06/03/2025	POLICE HARVARD SCHOOL LODGING/MOORE	1,207.17
	06/03/2025	POLICE HARVARD SCHOOL LODGING/MOORE	29.13
	06/03/2025	POLICE HARVARD SCHOOL MEALS/MOORE	26.47
	06/22/2025	POLICE HARVARD SCHOOL MEALS/MOORE	26.47
	06/22/2025	POLICE HARVARD SCHOOL LODGING/MOORE	470.36
	06/25/2025	POLICE HARVARD SCHOOL LODGING/MOORE	40.00
TOTAL FOR: DOUBLETREE HOTEL			2,099.60
RBOND	DPI PLUMBING HEATING & COOLING LLC		
	BENG-250075	BD Bond Refund	2,000.00
TOTAL FOR: DPI PLUMBING HEATING & COOLING LLC			2,000.00
11201	CRAIG DRAGNA		
	DRAGNA 9870	REIMBURSE MILEAGE 1/1-6/30 2025	98.70
TOTAL FOR: CRAIG DRAGNA			98.70
17676	DREAM MARKET 2		
	06/23/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	3.77
TOTAL FOR: DREAM MARKET 2			3.77
00420	DSS CORPORATION		
	53429	DOCUMENT IMAGING MANAGMENT SERVICES 6/15-7/14	2,000.00
TOTAL FOR: DSS CORPORATION			2,000.00

Vendor Code	Vendor Name / Invoice	Description	Amount
00380	DTE ENERGY		
	04968 07/25	205 S TROY ST	448.96
	05691 07/25	212 S CENTER ST BLDG PKLOT	3,389.12
	05875 07/25	1700 CAMPBELL RD N	102.83
	21975 07/25	203 S TROY ST RINK	17.65
	31945 07/25	204 S TROY ST	106.11
	38882 07/25	32221 WOODWARD	17.65
	46770 07/25	803 S MAIN ST # PARKING	36.22
	49862 07/25	1600 N CAMPBELL RD (SHEDS)	102.98
	52193 07/25	422 E 11 MILE	50.67
	52334 07/25	31100 WOODWARD BLDG PARK	18.59
	52482 07/25	4580 N CAMPBELL	19.93
	52623 07/25	502 S MAIN ST BLDG POLE	73.62
	52714 07/25	1024 LEXINGTON BLVD	18.44
	53092 07/25	400 S TROY ST	589.44
	53217 07/25	902 CATALPA DR	22.09
	53332 07/25	401 W 6TH ST	240.18
	53431 07/25	3800 BENJAMIN AVE	28.25
	53571 07/25	3511 COOLIDGE	3,228.03
	53985 07/25	31050 WOODWARD	56.36
	54124 07/25	218 W 4TH ST	567.39
	54249 07/25	151 W 11 MILE	46.57
	54603 07/25	204 S WASHINGTON AVE	245.38
	54744 07/25	3588 W 13 MILE	74.76
	54876 07/25	31004 WOODWARD	455.56
	54983 07/25	3915 W 13 MILE	49.92
	55105 07/25	316 E 11 MILE	2,476.11
	55246 07/25	3405 HILLSIDE DR	17.65
	55360 07/25	4036 W 13 MILE	76.70
	55493 07/25	114 W 4TH ST	213.95
	55634 07/25	4130 W 13 MILE	71.25
	55733 07/25	1205 W 13 MILE	46.75
	55865 07/25	928 S MAIN ST	69.40
	62723 07/25	3123 N MAIN ST	26.86
	64188 07/25	119 N MAIN ST # PK EQUIP	36.12
	65417 07/25	4250 DELEMERE BLVD NORMANDY OAKS PARK	729.02
	68223 07/25	309 W 6TH ST	470.41
	68488 07/25	1515 N EDGEWORTH AVE	187.96
	68595 07/25	1513 S MAIN ST BLDG SPRN	18.24
	68744 07/25	1102 GREENLEAF DR BLDG 1	27.45
	69098 07/25	222 S CENTER ST	2,705.50
	7339 07/25	4309 COOLIDGE	182.45
	7379 07/25	1403 LEXINGTON BLVD	12,820.67
	80387 07/25	203 S TROY ST	4,835.62
	82725 07/25	232 S CENTER ST EAGLE PLAZ	39.68
	8341 07/25	1298 N CAMPBELL RD	67.83
	8390 07/25	2300 W 14 MILE	104.05
	84761 07/25	450 E 11 MILE	7,377.02
TOTAL FOR: DTE ENERGY			42,607.39
13350	DU ALL CLEANING		
	17793	CLEANING SERVICES CITY HALL 6/1-30	3,350.00
	17794	CLEANING SERVICES POLICE 6/1-30	3,345.00
	17795	CLEANING SERVICES LIBRARY 6/1-30	3,696.39
TOTAL FOR: DU ALL CLEANING			10,391.39
07514	DURST LUMBER & ACE HARDWARE		
	06/06/2025	PARKS/GROUNDS REPAIR SUPPLIES	403.20
	06/08/2025	MEMORIAL PARK REPAIR SUPPLIES	120.96
TOTAL FOR: DURST LUMBER & ACE HARDWARE			524.16
20207	DOUG EHRLICH		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: DOUG EHRLICH			300.00

Vendor Code	Vendor Name / Invoice	Description	Amount
00434	EJ USA INC		
	110250040144	VALVES, FIRE HYDRANTS, SEWER RINGS & COVERS	731.50
TOTAL FOR: EJ USA INC			731.50
06216	ELITE TRAUMA CLEAN-UP		
	MW139-0625	MEDICAL WASTE REMOVAL/DISPOSAL	50.00
TOTAL FOR: ELITE TRAUMA CLEAN-UP			50.00
07963	EMERGENCY VEHICLES PLUS		
	021923	REPAIR PARTS	355.75
TOTAL FOR: EMERGENCY VEHICLES PLUS			355.75
17501	EOTECH, LLC		
	06/10/2025	POLICE BATTERY CONTACT REPLACEMENT KIT	190.80
TOTAL FOR: EOTECH, LLC			190.80
20197	ANGELICA ERAZO		
	16976	REFUND DANCE CLASS FEE	10.00
TOTAL FOR: ANGELICA ERAZO			10.00
20202	ERD LTD.		
	06/19/2025	COURT HVAC REPAIR	995.00
TOTAL FOR: ERD LTD.			995.00
06651	CINDY ERLANDSON		
	CE29613-SUMMER	SR CTR EXERCISE CLASSES	896.00
TOTAL FOR: CINDY ERLANDSON			896.00
07636	FRANK EVERINGHAM		
	06302025	ELECTRICAL INSPECTOR 6/18-27	1,755.00
TOTAL FOR: FRANK EVERINGHAM			1,755.00
20204	FARMERS FOOD ASSISTANCE BUREAU		
	06/27/2025	FARMERS MKT SNAP PROGRAM	191.40
TOTAL FOR: FARMERS FOOD ASSISTANCE BUREAU			191.40
20099	FAST FORWARD LIBRARIES		
	061725	LIBRARY STRATEGIC PLANNING 50%	14,750.00
TOTAL FOR: FAST FORWARD LIBRARIES			14,750.00
00480	FEDERAL EXPRESS CORP		
	06/11/2025	MOTOR POOL SHIPPING COST	40.69
	06/17/2025	POLICE SHIPPING COST	30.74
TOTAL FOR: FEDERAL EXPRESS CORP			71.43
06960	FIRST CHOICE SERVICES		
	DT-481733	COFFEE SERVICES FIRE 1	457.18
TOTAL FOR: FIRST CHOICE SERVICES			457.18
14022	FLEIS & VANDENBRINK		
	74096	FIFTH STREET IMPROVEMENTS	17,131.50
TOTAL FOR: FLEIS & VANDENBRINK			17,131.50
18315	FLOWERS BY LEGACY		
	06/06/2025	SYMPATHY FLOWERS FOR MARK LISS	286.08
	06/19/2025	CREDIT - HR REFUND	(286.08)
TOTAL FOR: FLOWERS BY LEGACY			0.00

Vendor Code	Vendor Name / Invoice	Description	Amount
00507	FRENTZ AND SONS HARDWARE CO		
	B47230	DISC. SUPPLIES MEMORIAL BASEBALL FIELD	123.29
	H480407	DISC. SUPPLIES MEMORIAL PARK	70.18
	N4386	DISC. SUPPLIES P&F PICNIC TABLES	10.78
	N4392	DISC. SUPPLIES PARKING	265.84
	P7466	DISC. SUPPLIES PARKING	34.16
	P7482	DISC. SUPPLIES FIRE KITCHEN PLUNGER	5.75
	P7483	DISC. SUPPLIES PARKING	38.92
	P7499	DISC. SUPPLIES	16.81
	P7523	DISC. SUPPLIES DPS	15.34
	P7534	DISC. SUPPLIES FIRE & EMS	67.83
TOTAL FOR: FRENTZ AND SONS HARDWARE CO			648.90
07021	FROHM & WIDMER, INC		
	MTT 24-001346-TT	PRELIMINARY VALUATION ANALYSIS	1,750.00
TOTAL FOR: FROHM & WIDMER, INC			1,750.00
05461	GALE/CENGAGE LEARNING		
	999100572912	BOOKS	78.72
	999100618154	BOOKS	83.97
	999100623906	BOOKS	54.73
	999100625748	BOOKS	83.97
TOTAL FOR: GALE/CENGAGE LEARNING			301.39
04825	GARRETT DOOR COMPANY		
	33483	REPAIR TO MULTIPLE GARAGE DOORS AT DPS	1,650.00
	33484	DPS DOOR REPAIR	1,901.00
TOTAL FOR: GARRETT DOOR COMPANY			3,551.00
08869	ANDREW GELLASCH		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: ANDREW GELLASCH			300.00
17215	CHRIS GEORGE		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: CHRIS GEORGE			300.00
05282	GFOA		
	06/04/2025	CITY RENEWAL FEES	595.00
TOTAL FOR: GFOA			595.00
16894	LEONARDO GIANOLA		
	07012025	LIBRARY COUNTRY BLUES PERFORMANCE	175.00
TOTAL FOR: LEONARDO GIANOLA			175.00
18547	JESSICA GIBBS		
	06082025	LIBRARY FIT, PLAY AND READ SEPTMEBER	50.00
TOTAL FOR: JESSICA GIBBS			50.00
00538	GORDON FOOD SERVICE		
	06/05/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	53.44
	06/08/2025	PARK CLEANUP FOOD	45.46
	06/08/2025	PARK CLEANUP FOOD	236.60
	06/08/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	166.31
	06/11/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	81.41
	06/15/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	66.92
	06/15/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	17.99
	06/20/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	64.38
TOTAL FOR: GORDON FOOD SERVICE			732.51

Vendor Code	Vendor Name / Invoice	Description	Amount
18495	NATHAN GORNCY		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: NATHAN GORNCY			300.00
20150	GRAFTON STREET PUB & GRILL		
	06/02/2025	POLICE HARVARD SCHOOL MEALS/MOORE	22.70
	06/09/2025	POLICE HARVARD SCHOOL MEALS/MOORE	35.10
	06/22/2025	POLICE HARVARD SCHOOL MEALS/MOORE	22.70
TOTAL FOR: GRAFTON STREET PUB & GRILL			80.50
00541	GRAINGER		
	9543974308	VEHICLE REPAIR PARTS	25.71
TOTAL FOR: GRAINGER			25.71
15855	GRAND TRUNK WESTERN RAILROAD CO.		
	2025	2025 AB&E RAILROAD FLAGMEN	12,800.00
TOTAL FOR: GRAND TRUNK WESTERN RAILROAD CO.			12,800.00
00029	GREAT LAKES ACE HARDWARE		
	12836/258	VOLLEYBALL POLE SPRAY PAINT	62.98
	12872/258	OPERATING SUPPLIES	29.98
	3045/86	P&F SUPPLIES	48.98
TOTAL FOR: GREAT LAKES ACE HARDWARE			141.94
15446	GREAT LAKES RECREATION COMPANY		
	4058	STARR JC PLAYGROUND	485.07
	4060	STARR JC PLAYGROUND	861.00
TOTAL FOR: GREAT LAKES RECREATION COMPANY			1,346.07
13084	GREAT LAKES WATER AUTHORITY		
	CIN-0004014	IWC - MAY 2025	14,396.40
TOTAL FOR: GREAT LAKES WATER AUTHORITY			14,396.40
06398	GREEN TOE GARDENS		
	06212025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	58.00
TOTAL FOR: GREEN TOE GARDENS			58.00
20184	GRENDEL'S DEN RESTAURANT & BAR		
	06/20/2025	POLICE HARVARD SCHOOL MEALS/MOORE	22.19
TOTAL FOR: GRENDEL'S DEN RESTAURANT & BAR			22.19
17613	HAMPSHIRE FARMS		
	06282025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	248.00
TOTAL FOR: HAMPSHIRE FARMS			248.00
19074	HEALTHCHOICE OF MICHIGAN		
	AUGUST 2025	PT MEDICAL BENEFITS	1,351.78
TOTAL FOR: HEALTHCHOICE OF MICHIGAN			1,351.78
18483	HELLO FLOWERS		
	06/09/2025	OFC. LIPSCOMB FATHER FUNERAL FLOWERS	181.10
	06/11/2025	CREDIT - REFUND TAX ON FUNERAL FLOWERS	(9.65)
	06/11/2025	CREDIT - REFUND MEMORIAL TREE PURCHASE	(10.55)
TOTAL FOR: HELLO FLOWERS			160.90
16199	HENRY FORD HEALTH SYSTEM		
	198814-060925	MEDICAL SERVICES MAY 2025	1,063.00
	98814-020925	MEDICAL SERVICES DECEMBER 2024	292.00
TOTAL FOR: HENRY FORD HEALTH SYSTEM			1,355.00

Vendor Code	Vendor Name / Invoice	Description	Amount
17041	HILTON		
	06/03/2025	PIE CONFERENCE LODGING/MURRAY	271.75
TOTAL FOR: HILTON			271.75
13701	HIPPIES PIZZA		
	05/29/2025	CITY COMMISSION MEETING MEAL	237.45
TOTAL FOR: HIPPIES PIZZA			237.45
00598	HOLLYWOOD SUPERMARKETS		
	06/11/2025	MANAGER MISC. MEETING SUPPLIES	77.15
	06/23/2025	MANAGER MEETING SUPPLIES	187.17
	06/26/2025	MANAGER MEETING SUPPLIES	54.36
TOTAL FOR: HOLLYWOOD SUPERMARKETS			318.68
15477	HOME CITY ICE COMPANY		
	8188250079	FARMERS MKT 77 BAGS OF ICE	432.34
TOTAL FOR: HOME CITY ICE COMPANY			432.34
00599	HOME DEPOT		
	05/31/2025	NORMANDY OAKS BUILDING REPAIR SUPPLIES	85.40
	06/08/2025	FIRE DEPT ELECTRICAL SUPPLIES	981.58
	06/10/2025	FIRE & EMS SUPPLIES	198.00
	282888	PARKING DEPT SUPPLIES	83.39
	3011032	NORMANDY OAKS FENCE SUPPLIES	59.34
	3031614	FIRE HYDRANT MATERIALS	137.94
	4032496	PICNIC TABLES	325.21
	5032427	EQUIPMENT REPAIR SUPPLIES	99.98
	6010592	MISC OPERATING SUPPLIES	29.98
TOTAL FOR: HOME DEPOT			2,000.82
17113	HONORS		
	06/17/2025	ASSESSOR/NAMEPLATE	20.00
	06/25/2025	ASSESSING SELF-INKING STAMP	61.43
TOTAL FOR: HONORS			81.43
20163	HOSELINE		
	05/29/2025	VEHICLE REPAIR PARTS	345.16
TOTAL FOR: HOSELINE			345.16
20194	LISA HOWARD		
	407-050722	LIBRARY DESSERT PROGRAM	300.00
TOTAL FOR: LISA HOWARD			300.00
02349	HUBBELL, ROTH & CLARK, INC.		
	0228065	PROFESSIONAL ENG SERVICES FOR TRAFFIC ANALYSIS	290.46
	0228068	SHEETZ TRAFFIC IMPACT STUDY REVIEW	684.45
	0228080	2026 ROCHESTER ROAD IMPROVEMENTS	10,005.41
	0228081	SURVEYING FOR 2026 PROJECTS	5,891.85
	0228141	CLAWSON PARK IMPROVEMENTS PLANS & SPECIFICATIONS	5,425.69
TOTAL FOR: HUBBELL, ROTH & CLARK, INC.			22,297.86
08252	HUNGRY HOWIES		
	06/15/2025	LIBRARY SUMMER READING PROGRAM PARTY	240.17
	06/27/2025	CREDIT - PARTY SUPPLIES TAX REFUND	(11.56)
TOTAL FOR: HUNGRY HOWIES			228.61
15681	HYATT HOTELS		
	06/10/2025	PLECET CONFERENCE LODGING/STIENKE	1,356.13
	06/12/2025	MANAGER MEETING LODGING	243.69
TOTAL FOR: HYATT HOTELS			1,599.82

Vendor Code	Vendor Name / Invoice	Description	Amount
18776	ICSC		
	06/20/2025	MEMBERSHIP/WROBEL	175.00
TOTAL FOR: ICSC			175.00
13639	IEDC		
	05/29/2025	REAL ESTATE DEVELOPMENT/REUSE COURSE/WROBEL	710.00
	05/29/2025	ECON DEV CREDIT ANALYSIS COURSE/WROBEL	650.00
TOTAL FOR: IEDC			1,360.00
19088	IMPERIAL DADE		
	90095616-00	CLEANING & JANITORIAL SUPPLIES FIRE 3	1,956.63
	90096375-00	CLEANING & JANITORIAL SUPPLIES FARMERS MKT	158.58
TOTAL FOR: IMPERIAL DADE			2,115.21
15802	INGRAM LIBRARY SERVICES		
	88625158	BOOKS	40.58
	88639454	BOOKS	248.21
	88685413	BOOKS	124.69
	88685414	BOOKS	207.90
	88717732	BOOKS	283.84
	88717733	BOOKS	120.13
	88744064	BOOKS	212.39
	88744065	BOOKS	80.96
	88766196	BOOKS	142.63
	88797715	BOOKS	223.17
	88829726	BOOKS	386.06
	88829727	BOOKS	125.88
	88852025	BOOKS	56.09
	88895868	BOOKS	26.74
	88907235	BOOKS	86.16
TOTAL FOR: INGRAM LIBRARY SERVICES			2,365.43
13483	INTEGRITY BUSINESS SOLUTIONS		
	2682889-0	PAPER FOR ASSESSING DEPT	132.15
	2683017-0	PAPER FOR ENGINEERING	73.99
TOTAL FOR: INTEGRITY BUSINESS SOLUTIONS			206.14
04646	INTERNATIONAL CODE COUNCIL INC		
	05/29/2025	BUILDING DEPT FIRE CODE DOCUMENTS	508.50
	06/03/2025	BUILDING DEPT RESIDENTIAL CODE DOCUMENTS	1,566.68
	06/03/2025	BUILDING DEPT FIRE CODE DOCUMENTS	326.50
TOTAL FOR: INTERNATIONAL CODE COUNCIL INC			2,401.68
19829	INTUIT QUICKBOOKS		
	06/08/2025	COURT SUBSCRIPTION	35.00
TOTAL FOR: INTUIT QUICKBOOKS			35.00
08761	ISA		
	06/05/2025	ARBORIST RECERTIFICATION/REICHEL	230.00
TOTAL FOR: ISA			230.00
18793	JANSSEN REFRIGERATION		
	28271	HEATING/COOLING REPAIR ARENA	519.00
TOTAL FOR: JANSSEN REFRIGERATION			519.00
05459	JANWAY		
	05/28/2025	LIBRARY STORYTIME TOGETHER BAGS	401.00
TOTAL FOR: JANWAY			401.00

Vendor Code	Vendor Name / Invoice	Description	Amount
00664	JAX KAR WASH INC		
	MAY 2025	VEHICLE WASHES	826.00
TOTAL FOR: JAX KAR WASH INC			826.00
03979	JAY'S SEPTIC TANK SERVICE		
	I188312	HAND SANITIZER 1600 N CAMPBELL RD 6/23-7/20	339.00
	I188470	HAND SANITIZER 617 E HUDSON 6/24-7/21	140.00
TOTAL FOR: JAY'S SEPTIC TANK SERVICE			479.00
17298	JCR SUPPLY INC		
	192677	OPERATING SUPPLIES PARK RESTROOMS	387.39
TOTAL FOR: JCR SUPPLY INC			387.39
05745	JETS PIZZA		
	06/05/2025	POLICE NEW HIRE RIFLE TRAINING MEAL	93.09
	06/06/2025	POLICE NEW HIRE RIFLE TRAINING MEAL	72.86
TOTAL FOR: JETS PIZZA			165.95
18333	DIANE JETT		
	07092025	FARMERS MKT FOOD TRUCK RALLY ENTERTAINMENT JULY 9	225.00
TOTAL FOR: DIANE JETT			225.00
01915	JH HART URBAN FORESTRY		
	108178	TREE TRIMMING, REMOVAL & FORESTRY ISSUES 6/2-6	11,921.55
	108346	TREE TRIMMING, REMOVAL & FORESTRY ISSUES 6/9-13	16,559.11
	108527	TREE REMOVALS	15,454.43
TOTAL FOR: JH HART URBAN FORESTRY			43,935.09
07315	JIMMY JOHN'S		
	06/22/2025	POLICE HARVARD SCHOOL MEALS/MOORE	14.63
TOTAL FOR: JIMMY JOHN'S			14.63
00680	JOE'S AUTO PARTS INC		
	217022	VEHICLE REPAIR & MAINTENANCE PARTS	52.31
	218580	VEHICLE REPAIR & MAINTENANCE PARTS	44.70
TOTAL FOR: JOE'S AUTO PARTS INC			97.01
RBOND	JOHN CASIMIR CONSTRUCTION		
	BENG-240048	BD Bond Refund	5,000.00
TOTAL FOR: JOHN CASIMIR CONSTRUCTION			5,000.00
17673	JOHN HENRY'S MEATS		
	06192025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR APR 4 SET	1,292.15
TOTAL FOR: JOHN HENRY'S MEATS			1,292.15

Vendor Code	Vendor Name / Invoice	Description	Amount
10526	JOHNSON & WOOD LLC		
	38752	HEATING/COOLING REPAIRS FARMERS MKT CAFE	1,236.36
	38801	HEATING/COOLING REPAIRS DPS	371.50
	38837	HEATING/COOLING REPAIRS CITY HALL	3,580.00
	38857	HEATING/COOLING REPAIRS CITY HALL	491.43
	38880	HEATING & COOLING	76.88
	38890	HEATING & COOLING	129.17
	38891	HEATING & COOLING	205.00
	38892	HEATING & COOLING	345.83
	38897	HEATING & COOLING	153.38
	38898	HEATING & COOLING	103.33
	38899	LIBRARY MAINTENANCE INVOICE 3 OF 12	962.50
	38900	HEATING & COOLING	76.87
	38901	POLICE MAINTENANCE INVOICE 3 OF 12	1,533.33
	38904	HEATING & COOLING	679.17
	38905	HEATING & COOLING	258.33
TOTAL FOR: JOHNSON & WOOD LLC			10,203.08
05920	JOHNSON CONTROLS INC		
	1-135867197823	DPS FRONT OFFICE CONTROLLER REPAIR SERVICE	1,352.19
TOTAL FOR: JOHNSON CONTROLS INC			1,352.19
15873	JONATHAN WITZ & ASSOCIATES		
	JWA25-038-A	RO DINNER STROLL FINAL BALANCE	11,250.00
TOTAL FOR: JONATHAN WITZ & ASSOCIATES			11,250.00
07557	K & M TIRE-DETROIT		
	40801191	PURCHASE OF TIRES AS NEEDED	760.00
	40803292	PURCHASE OF TIRES AS NEEDED	668.00
	50031999	PURCHASE OF TIRES AS NEEDED	146.09
TOTAL FOR: K & M TIRE-DETROIT			1,574.09
20187	KALEIDOSCOPE CATERING		
	06/20/2025	VOLUNTEER LUNCHES	53.00
TOTAL FOR: KALEIDOSCOPE CATERING			53.00
07719	LYNNE KALEITA		
	7210	ROSES	52.50
	7212	ROSES	52.50
TOTAL FOR: LYNNE KALEITA			105.00
18610	PETER KALINOWSKI		
	06302025	HOCKEY REFEREE	60.00
TOTAL FOR: PETER KALINOWSKI			60.00
17487	KAL'S LUNCH BOWL		
	06/22/2025	JUNETEENTH VOLUNTEER MEALS	87.42
TOTAL FOR: KAL'S LUNCH BOWL			87.42
15142	KANOPY LLC		
	456979	DOWNLOADABLES-AUDIO, VIDEO	1,004.70
TOTAL FOR: KANOPY LLC			1,004.70
00710	KERR RUSSELL & WEBER PLC		
	654598	STANA;AJCZO V ESBRO FINAL BILL	1,562.50
TOTAL FOR: KERR RUSSELL & WEBER PLC			1,562.50
09571	KIESLER'S POLICE SUPPLY INC		
	IN261994	AMMUNITION FY24-25	9,990.00
TOTAL FOR: KIESLER'S POLICE SUPPLY INC			9,990.00

Vendor Code	Vendor Name / Invoice	Description	Amount
16036	KIMBERLY FENCE & SUPPLY		
	24623	FENCE REPAIR QUICKSTAD PARK	1,859.45
	24624	FENCE REPAIR LIONS CLUB PARK	1,556.76
TOTAL FOR: KIMBERLY FENCE & SUPPLY			3,416.21
03704	MIKE KINASZ		
	06302025	HOCKEY REFEREE SCHEDULING FEE	15.00
TOTAL FOR: MIKE KINASZ			15.00
17244	KNOWBE4		
	INV389621	SUBSCRIPTION	7,218.00
TOTAL FOR: KNOWBE4			7,218.00
06122	KONE INC		
	1158940611	CENTER STREET PAKRING STRUCTURE ELEVATOR REPAIR	10,516.00
TOTAL FOR: KONE INC			10,516.00
14247	STEPHEN KOWALSKI		
	2024-25	BOOT ALLOWANCE	264.99
TOTAL FOR: STEPHEN KOWALSKI			264.99
09338	KROGER INC		
	05/30/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	121.35
	05/31/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	75.29
	06/03/2025	LIBRARY QUEERDOS SNACKS	88.92
	06/08/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	110.23
	06/12/2025	FIRE & EMS SUPPLIES	44.91
	06/15/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	45.47
	06/19/2025	LIBRARY TEEN PROGRAM SUPPLIES	87.93
	06/26/2025	COURT SUPPLIES	37.99
TOTAL FOR: KROGER INC			612.09
RBOND	KULLA, ALBERT		
	BENG-240046	BD Bond Refund	5,000.00
TOTAL FOR: KULLA, ALBERT			5,000.00
14822	L. ANTHONY INC		
	CAP2402 PE4	2024 SIDEWALK IMPROVEMENT PROGRAM FINANCIAL YEAR EN	197,481.34
TOTAL FOR: L. ANTHONY INC			197,481.34
01866	LANSING COMMUNITY COLLEGE		
	05/30/2025	COURT TRAINING	60.00
TOTAL FOR: LANSING COMMUNITY COLLEGE			60.00
20185	LEGAL SEA FOODS		
	06/15/2025	POLICE HARVARD SCHOOL MEALS/MOORE	64.27
TOTAL FOR: LEGAL SEA FOODS			64.27
20101	TRACI LENNOX		
	20250616-01	JUNETEENTH GIVEAWAYS	108.00
TOTAL FOR: TRACI LENNOX			108.00
17184	LESLIE'S POOLMART, INC.		
	00099-01-097497	PARKS/GROUNDS MAINTENANCE SUPPLIES	490.01
TOTAL FOR: LESLIE'S POOLMART, INC.			490.01
16620	LILY'S SEAFOOD GRILL & BREWERY		
	06/15/2025	MANAGER MEETING MEALS	44.96
TOTAL FOR: LILY'S SEAFOOD GRILL & BREWERY			44.96

Vendor Code	Vendor Name / Invoice	Description	Amount
17355	LINDE GAS & EQUIPMENT INC.		
	50454685	DPS OPERATING SUPPLIES	665.86
TOTAL FOR: LINDE GAS & EQUIPMENT INC.			665.86
17177	LINKTREE		
	06/03/2025	LIBRARY SOCIAL MEDIA SOFTWARE ANNUAL FEE	90.00
TOTAL FOR: LINKTREE			90.00
20209	JOSHUA LIPNIK		
	07012025	LIBRARY SPEAKER FEE SEPT. 16	350.00
TOTAL FOR: JOSHUA LIPNIK			350.00
18568	LITTLE FRIENDS OF FERNDALE		
	05/31/2025	ANIMAL MEDICAL SERVICES	16.00
	06/08/2025	ANIMAL MEDICAL SERVICES	16.00
	06/10/2025	ANIMAL MEDICAL SERVICES	168.55
TOTAL FOR: LITTLE FRIENDS OF FERNDALE			200.55
19922	LUBRICATION TECHNOLOGIES		
	06/06/2025	TOOLS & HARDWARE	144.94
TOTAL FOR: LUBRICATION TECHNOLOGIES			144.94
14187	KERRY LUNDQUIST		
	06262025	PIANO PROJECT	200.00
TOTAL FOR: KERRY LUNDQUIST			200.00
08857	JEFFREY LYON		
	LYON 25620	REIMBURSE MILEAGE SITE VISITS/INSPECTION 6/2-28	256.20
TOTAL FOR: JEFFREY LYON			256.20
04713	MACEO		
	05/28/2025	JUNE 2025 MEETING FEE/SAWYER	80.00
TOTAL FOR: MACEO			80.00
18082	MACOMB DAILY		
	06/06/2025	COURT SUBSCRIPTION	17.60
	06/10/2025	COURT SUBSCRIPTION	17.60
	06/18/2025	COURT SUBSCRIPTION	17.60
TOTAL FOR: MACOMB DAILY			52.80
17891	MACOMB TESTING SERVICES		
	05/28/2025	SPLASH PAD WATER TESTING	257.50
TOTAL FOR: MACOMB TESTING SERVICES			257.50
18086	MACQUEEN EQUIPMENT		
	P30154	GUTTER BROOMS	2,754.00
	P30167	STRIP BROOMS	2,772.48
	P50790	FIRE GLASS CUTTERS	1,555.58
TOTAL FOR: MACQUEEN EQUIPMENT			7,082.06
17020	MAD SCIENCE OF DETROIT		
	5537	LIBRARY YOUTH WORKSHOPS	410.00
TOTAL FOR: MAD SCIENCE OF DETROIT			410.00
20188	CHERYL MADEJA		
	0007750	REFUND KARATE/PARKOUR CLASS FEE	123.00
TOTAL FOR: CHERYL MADEJA			123.00

Vendor Code	Vendor Name / Invoice	Description	Amount
09739	MANSFIELD CONSTRUCTION GP		
	2939 7/1/25	HOUSING REHAB	3,951.20
TOTAL FOR: MANSFIELD CONSTRUCTION GP			3,951.20
13083	MARINE CITY NURSERY COMPANY		
	48980	2025 SPRING TREE PLANTING (PRIVATE)	4,221.00
TOTAL FOR: MARINE CITY NURSERY COMPANY			4,221.00
13858	MARK ANTHONY CONTRACTING, INC		
	CAP2435 PE11	2024 ROAD RECONSTRUCTION IMPROVEMENTS CAP2435 FISCA	51,779.87
TOTAL FOR: MARK ANTHONY CONTRACTING, INC			51,779.87
08499	MATHESON TRI-GAS INC		
	0031681088	FIRE & EMS SUPPLIES	1,385.71
TOTAL FOR: MATHESON TRI-GAS INC			1,385.71
08339	MAZUR MARKET MANAGEMENT LLC		
	250701	CONTRACTED WORKER SERVICES 2024-25 MMM 6/16-29	14,583.23
TOTAL FOR: MAZUR MARKET MANAGEMENT LLC			14,583.23
13196	MCBAP		
	06/04/2025	COURT PROBATION OFFICER CERTIFICATION	150.00
TOTAL FOR: MCBAP			150.00
08871	MICHAEL MCGHEE		
	2024-25	BOOT ALLOWANCE	275.60
TOTAL FOR: MICHAEL MCGHEE			275.60
19845	KELLY MCKINSTRY		
	7502	ROSES	30.00
TOTAL FOR: KELLY MCKINSTRY			30.00
17684	MCMASTER-CARR		
	06/19/2025	VEHICLE REPAIR PARTS	27.46
TOTAL FOR: MCMASTER-CARR			27.46
00837	MEIJER		
	06/18/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	74.59
TOTAL FOR: MEIJER			74.59
16922	MES SERVICE COMPANY LLC		
	IN2283488	FIRE UNIFORM CLOTHING & GEAR	2,243.16
	IN2289040	FIRE UNIFORM CLOTHING & GEAR	661.65
	IN2289042	FIRE CUSTOM NIGHTSTICKS	833.50
	SO2131351	FIRE SCBA BOTTLES	5,995.56
	SO2132990	FIRE UNIFORM CLOTHING & GEAR	3,930.22
TOTAL FOR: MES SERVICE COMPANY LLC			13,664.09
12712	MESA TACOS AND TEQUILA		
	06/20/2025	MANAGER MEETING MEALS	35.95
TOTAL FOR: MESA TACOS AND TEQUILA			35.95
11553	METRO DETROIT REFEREES ASSOC		
	ROA-Y_061525	SCHEDULING FEES & HOCKEY REFEREES 6/1-15	360.00
TOTAL FOR: METRO DETROIT REFEREES ASSOC			360.00
02937	MICH ASSOC OF CHIEFS OF POLICE		
	05/29/2025	ACCREDITATION MANAGER TRAINING/KUCEL	25.00
TOTAL FOR: MICH ASSOC OF CHIEFS OF POLICE			25.00

Vendor Code	Vendor Name / Invoice	Description	Amount
06736	MICHIGAN ECONOMIC DEV ASSOC		
	06/04/2025	ASSOCIATE MEMBER FEE/WROBEL	350.00
TOTAL FOR: MICHIGAN ECONOMIC DEV ASSOC			350.00
00880	MICHIGAN MUNICIPAL LEAGUE		
	06/27/2025	COMMISSION MEETING REGISTRATION	730.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			730.00
06042	MICRO CENTER		
	06/26/2025	VEHICLE REPAIR PARTS	23.31
TOTAL FOR: MICRO CENTER			23.31
15777	MIDTOWN COMPOSTING		
	06/03/2025	BIZ BUCKET FOOD WASTE PICKUPS SR CTR-CITY HALL-LIB	64.00
TOTAL FOR: MIDTOWN COMPOSTING			64.00
07278	MIDWEST COLLABORATIVE FOR LIBRARY		
	AR-135678	LIBRARY MCLS ANNUAL MEMBERSHIP	250.00
TOTAL FOR: MIDWEST COLLABORATIVE FOR LIBRARY			250.00
20164	MIDWEST SECURITY PRODUCTS		
	06/11/2025	AUTO PARKING KEY REPLACEMENT SET	79.00
TOTAL FOR: MIDWEST SECURITY PRODUCTS			79.00
00899	MIDWEST TAPE		
	507313587	HOOPLA & MEDIA	43.83
	507313588	HOOPLA & MEDIA	712.28
	507345565	HOOPLA & MEDIA	90.98
	507345567	HOOPLA & MEDIA	22.49
	507345568	HOOPLA & MEDIA	134.07
	507367763	HOOPLA & MEDIA	364.95
	507367764	HOOPLA & MEDIA	169.76
	507367765	HOOPLA & MEDIA	3,031.03
	507367766	HOOPLA & MEDIA	11.69
	507397594	HOOPLA & MEDIA	5,414.91
TOTAL FOR: MIDWEST TAPE			9,995.99
14996	ANDREW MISNER		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: ANDREW MISNER			300.00
01892	MMIA INC		
	06/17/2025	BUILDING DEPT CLASS/LOPATIN-REA-RILEY	105.00
TOTAL FOR: MMIA INC			105.00
20210	ANDREA MOON		
	004	LIBRARY SEMIINAR FEE AUG. 2	200.00
TOTAL FOR: ANDREA MOON			200.00
03900	MORNINGSTAR INC.		
	36431330 7/2025	LIBRARY ELECTRONIC RESOURCES	3,322.00
TOTAL FOR: MORNINGSTAR INC.			3,322.00
20198	LAKEESAH MORRISON		
	005693	JUNETEENTH BALLOON ART	375.00
TOTAL FOR: LAKEESAH MORRISON			375.00

Vendor Code	Vendor Name / Invoice	Description	Amount
11716	ANGELINA M. LOZANO-MOSCOWITZ		
	SPRING 2025 DROP-I	FITNESS CLASSES	42.00
TOTAL FOR: ANGELINA M. LOZANO-MOSCOWITZ			42.00
17365	MOSS		
	INV21100	GENETEC ADVANTAGE SUPPORT RENEWAL	28,626.56
TOTAL FOR: MOSS			28,626.56
00917	MOTOR CITY ELECTRIC CO.		
	CAP2242 PE12 FINAI	2022 TRAFFIC SIGNAL IMPROVEMENTS FINAL	40,925.84
TOTAL FOR: MOTOR CITY ELECTRIC CO.			40,925.84
RBOND	MOTOR CITY PLUMBING AND DRAIN LLC		
	BENG-250066	BD Bond Refund	2,000.00
TOTAL FOR: MOTOR CITY PLUMBING AND DRAIN LLC			2,000.00
18501	MOTOR TOWN SOUND		
	4-14-25-3	SIGHTS AND SOUNDS STAGE RENTAL/SOUND ENGINEERS	3,000.00
	4-14-25-5	SIGHTS AND SOUNDS ENTERTAINMENT JULY 9	700.00
TOTAL FOR: MOTOR TOWN SOUND			3,700.00
08872	DONALD MOUNTAIN		
	2024-25	BOOT ALLOWANCE	280.88
TOTAL FOR: DONALD MOUNTAIN			280.88
05865	NAPA AUTO PARTS MADISON HEIGHTS		
	925704	PURCHASE OF PARTS AS NEEDED	5.49
	926306	PURCHASE OF PARTS AS NEEDED	8.42
	926672	PURCHASE OF PARTS AS NEEDED	191.39
	926680	PURCHASE OF PARTS AS NEEDED	9.06
TOTAL FOR: NAPA AUTO PARTS MADISON HEIGHTS			214.36
00944	NATIONAL LADDER		
	1-75414	ELECTRICAL DEPT LADDER	741.00
TOTAL FOR: NATIONAL LADDER			741.00
11407	NATURAL COMMUNITY SERVICES		
	4361	NATURE SOCIETY (RONS) ARBORETUM TREES	5,000.00
TOTAL FOR: NATURAL COMMUNITY SERVICES			5,000.00
19999	CARLO NAVARRO-TOLEDO		
	CN29601-SUMMER	SALSA DANCING CLASS	224.00
TOTAL FOR: CARLO NAVARRO-TOLEDO			224.00
07664	JOHN NELLIS		
	6587	ROSES	50.00
	6588	ROSES	40.00
	6589	ROSES	20.00
	6592	ROSES	20.00
TOTAL FOR: JOHN NELLIS			130.00
03274	THE NEW YORK TIMES		
	06/16/2025	MANAGER SUBSCRIPTION	4.00
TOTAL FOR: THE NEW YORK TIMES			4.00
18262	NIGHT SHIFT CLEANING & FLOOR MAINT.		
	06/08/2025	JULY SENIOR CTR CLEANING	2,083.09
TOTAL FOR: NIGHT SHIFT CLEANING & FLOOR MAINT.			2,083.09

Vendor Code	Vendor Name / Invoice	Description	Amount
14803	NIGP		
	06/12/2025	TRAINING/MOTYKA	275.00
TOTAL FOR: NIGP			275.00
00998	OAKLAND COMMUNITY COLLEGE		
	16158	TRAINING & EDUCATION	5,000.00
	16216	TRAINING & EDUCATION	150.00
	16313	TRAINING & EDUCATION	3,500.00
	16361	TRAINING & EDUCATION	375.00
TOTAL FOR: OAKLAND COMMUNITY COLLEGE			9,025.00
17157	OAKLAND COUNTY TREASURER'S ASSOC.		
	05/28/2025	OCTA BASEBALL GAME/HEFTY	38.00
TOTAL FOR: OAKLAND COUNTY TREASURER'S ASSOC.			38.00
01002	OAKLAND PRESS		
	05/29/2025	COURT SUBSCRIPTION	36.43
TOTAL FOR: OAKLAND PRESS			36.43
16924	OCAAO		
	07242025	ASSESSING TRAINING/SWITKOWSKI	25.00
	2025-26	MEMBERSHIP/SCHMIDT, SWITKOWSKI, VASEAU	45.00
TOTAL FOR: OCAAO			70.00
01007	ODP BUSINESS SOLUTIONS, LLC		
	425486262001	85793581 OFFICE SUPPLIES	47.28
	426375731001	85793581 OFFICE SUPPLIES	269.13
	427945795002	85793581 OFFICE SUPPLIES	121.75
	428427101001	85793581 OFFICE SUPPLIES	70.91
	428651814001	85793581 OFFICE SUPPLIES	294.70
	428999120001	85793581 OFFICE SUPPLIES	19.77
	428999121001	85793581 OFFICE SUPPLIES	2.50
	429761391001	85793581 OFFICE SUPPLIES	7.02
	429761795001	85793581 OFFICE SUPPLIES	39.45
	429761798001	85793581 OFFICE SUPPLIES	139.88
	472858666001	85793581 OFFICE SUPPLIES	209.94
TOTAL FOR: ODP BUSINESS SOLUTIONS, LLC			1,222.33
16613	THE OFFICE COFFEE SHOP		
	06/25/2025	MANAGER MEETING MEALS	4.27
TOTAL FOR: THE OFFICE COFFEE SHOP			4.27
01014	OHM ADVISORS		
	89985	WATER SYSTEM PLANS & DENTENTION ORDINANCE UPDATES	8,869.75
	89986	RATE ENGINEERING SITE PLAN REVIEWS	3,115.00
	89987	STREETLIGHT ASSET MANAGEMENT PLAN	5,908.00
TOTAL FOR: OHM ADVISORS			17,892.75
20193	OJAS BALLS		
	06212025	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	10.00
TOTAL FOR: OJAS BALLS			10.00
19395	JACK O'LEARY		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: JACK O'LEARY			300.00

Vendor Code	Vendor Name / Invoice	Description	Amount
18999	OPENAI CHAT GPT		
	06/08/2025	HR CHATGPT SUBSCRIPTION	20.00
	06/12/2025	HR SUBSCRIPTION	20.00
	06/13/2025	MANAGER SUBSCRIPTION	20.00
TOTAL FOR: OPENAI CHAT GPT			60.00
02215	ORIENTAL TRADING CO INC		
	73756556901	LIBRARY PROGRAM SUPPLIES	52.35
TOTAL FOR: ORIENTAL TRADING CO INC			52.35
17762	JAMES ORR		
	377912	BATHROOM CLEANING NORMANY OAKS, STARR JAYCEE 6/3-16	2,420.00
TOTAL FOR: JAMES ORR			2,420.00
19275	PACKTRACK		
	05/31/2025	POLICE K9 MONTHLY HANDLER SUBSCRIPTION	14.00
TOTAL FOR: PACKTRACK			14.00
18611	MATTHEW PAGE		
	2024-25	BOOT ALLOWANCE	272.45
TOTAL FOR: MATTHEW PAGE			272.45
18768	CRAIG PEISER		
	06022025	REISSUE - HOCKEY REFEREE	90.00
TOTAL FOR: CRAIG PEISER			90.00
05056	PET SUPPLIES PLUS #5		
	00050110237167	PET SUPPLIES K9 DRAX	114.22
	00050210503232	PET SUPPLIES K9 THORVI	150.10
TOTAL FOR: PET SUPPLIES PLUS #5			264.32
11248	JAMIE PETERS		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: JAMIE PETERS			300.00
20002	PETWELL CLINIC ROYAL OAK		
	06/06/2025	ANIMAL MEDICAL SERVICES	348.00
TOTAL FOR: PETWELL CLINIC ROYAL OAK			348.00
07787	BRENDA PEZNOWSKI		
	7239	ROSES	60.00
TOTAL FOR: BRENDA PEZNOWSKI			60.00
02075	PHOENIX STONE CO		
	92685	BASEBALL FIELD MARKER	528.00
	92741	40/P BAG RAPID DRY	850.00
TOTAL FOR: PHOENIX STONE CO			1,378.00
01051	PIONEER MANUFACTURING CO		
	INV-254331	MARKING PAINT	4,709.60
TOTAL FOR: PIONEER MANUFACTURING CO			4,709.60
07499	PK CONTRACTING INC		
	251073-1	PAVEMENT MARKINGS	120,047.28
TOTAL FOR: PK CONTRACTING INC			120,047.28

Vendor Code	Vendor Name / Invoice	Description	Amount
20165	PLAYA BOWLS		
	06/04/2025	POLICE HARVARD SCHOOL MEALS/MOORE	20.92
	06/12/2025	POLICE HARVARD SCHOOL MEALS/MOORE	20.92
	06/16/2025	POLICE HARVARD SCHOOL MEALS/MOORE	16.00
TOTAL FOR: PLAYA BOWLS			57.84
18701	PM TECHNOLOGIES		
	123020519	DPS GENERATOR WORK	1,344.60
	123024638	203 S TROY ST BUILDING REPAIR	1,080.26
	123028391	FIRE DEPT SERVICE CALL	1,080.26
TOTAL FOR: PM TECHNOLOGIES			3,505.12
20190	CAROL POCIASK		
	06252025	REFUND CLASS FEE	10.00
TOTAL FOR: CAROL POCIASK			10.00
16248	LELAND POIRIER		
	6653	ROSES	20.00
	7118	ROSES	20.00
	7371	ROSES	59.50
	7419	ROSES	20.00
	7425	ROSES	20.00
	7426	ROSES	20.00
	7430	ROSES	20.00
	7434	ROSES	50.00
	7713	ROSES	20.00
TOTAL FOR: LELAND POIRIER			249.50
11305	PREMISE HEALTH EMPLOYER SOLUTIONS		
	268415	JULY 2025 PROGRAM FEES 13 MILE	8,714.00
TOTAL FOR: PREMISE HEALTH EMPLOYER SOLUTIONS			8,714.00
19982	PRESSURE VESSEL TESTING		
	7265	HYDRO TEST	1,749.75
TOTAL FOR: PRESSURE VESSEL TESTING			1,749.75
01074	PROFESSIONAL SERVICE INDUSTRIES INC		
	00967502	CAP2363 - ARBORETUM PARK IMPROVEMNETS	115.00
TOTAL FOR: PROFESSIONAL SERVICE INDUSTRIES INC			115.00
00371	PROGRESSIVE PLUMBING SUPPLY		
	2680355	MAINTENANCE PARTS	252.28
TOTAL FOR: PROGRESSIVE PLUMBING SUPPLY			252.28
01087	PSYBUS		
	20848	PSYCHOLOGICAL EXAMS	625.00
	20862	PSYCHOLOGICAL EXAMS	1,250.00
TOTAL FOR: PSYBUS			1,875.00
01096	QUALITY CLEANERS		
	06022025	PRISONER BLANKET CLEANING	773.50
TOTAL FOR: QUALITY CLEANERS			773.50
20205	QUE PASA TAQUERIA		
	06/26/2025	MANAGER MEETING MEALS	315.54
TOTAL FOR: QUE PASA TAQUERIA			315.54
08978	QUILL.COM		
	06/15/2025	MANAGER OFFICE SUPPLIES	122.78
TOTAL FOR: QUILL.COM			122.78

Vendor Code	Vendor Name / Invoice	Description	Amount
18344	RAM CONSTRUCTION SERVICES		
	PRO203570	ROYAL OAK LIBRARY TRUCK DOCK REPAIR	22,060.00
TOTAL FOR: RAM CONSTRUCTION SERVICES			22,060.00
RBOND	RAMSAY, CHRISTOPHER LEE		
	00273965	BD Payment Refund	288.00
TOTAL FOR: RAMSAY, CHRISTOPHER LEE			288.00
18294	JOHN R. RASH		
	06302025	PAINTING CLASSES	1,324.80
TOTAL FOR: JOHN R. RASH			1,324.80
01109	RAUHORN ELECTRIC		
	29022	REPAIR PED CROSSING INCDT #250012810	8,975.00
TOTAL FOR: RAUHORN ELECTRIC			8,975.00
08291	RICHARD RAY		
	2024-25	BOOT ALLOWANCE	166.95
TOTAL FOR: RICHARD RAY			166.95
15205	RAY'S ICE CREAM CO		
	06/24/2025	FREEDOM WALK GIVEAWAY	600.00
TOTAL FOR: RAY'S ICE CREAM CO			600.00
20079	READY DIG EXCAVATION		
	CAP2363 PE1	ARBORETUM PATHWAY IMPROVEMENTS PROJECT	75,221.60
TOTAL FOR: READY DIG EXCAVATION			75,221.60
18267	REASON CONSULTING CORPORATION		
	1746	PERSONAL PROPERTY CONTRACT JULY 2025	2,583.00
TOTAL FOR: REASON CONSULTING CORPORATION			2,583.00
08733	MARK REITENGA		
	135	SIGHTS & SOUNDS MC JULY 9	250.00
TOTAL FOR: MARK REITENGA			250.00
07292	RICH & ASSOCIATES INC.		
	7579	DESIGN FOR NEW DOOR	2,560.00
TOTAL FOR: RICH & ASSOCIATES INC.			2,560.00
19800	ROCKET FUEL FUND		
	1102577	REISSUE - FOIA REIMBURSEMENT	3,107.88
TOTAL FOR: ROCKET FUEL FUND			3,107.88
05305	ROCKET ONE STOP OFFICE		
	85818	DOOR HANGERS	217.50
TOTAL FOR: ROCKET ONE STOP OFFICE			217.50
13743	ROLLS MECHANICAL		
	3288	CITY HALL REPAIR SERVICE	327.50
	3603	PLUMBING REPAIR	818.00
	3689	PLUMBING WORK	1,427.36
TOTAL FOR: ROLLS MECHANICAL			2,572.86

Vendor Code	Vendor Name / Invoice	Description	Amount
01157	ROSE PEST SOLUTIONS		
	06/10/2025	COURT BUILDING MAINTENANCE	196.00
	31190711	PEST CONTROL SERVICES	57.00
	31191787	PEST CONTROL SERVICES	60.00
	31191788	PEST CONTROL SERVICES	60.00
	31191812	PEST CONTROL SERVICES	59.00
	31191818	PEST CONTROL SERVICES	60.00
	31191894	FARMERS MKT PEST CONTROL	59.00
TOTAL FOR: ROSE PEST SOLUTIONS			551.00
20167	ROW 34 - CAMBRIDGE		
	06/06/2025	POLICE HARVARD SCHOOL MEALS/MOORE	61.94
TOTAL FOR: ROW 34 - CAMBRIDGE			61.94
02742	ROWERDINK INC		
	02JD9982	CREDIT - VEHICLE REPAIR PARTS	(14.00)
	02JF0293	VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	759.84
	02JF0888	VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	1,341.41
	06JF0296	VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	543.20
	O6JF0812	VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	487.29
TOTAL FOR: ROWERDINK INC			3,117.74
05604	ROYAL OAK ANIMAL HOSPITAL		
	06/17/2025	ANIMAL MEDICAL SERVICE	514.53
	06/24/2025	ANIMAL MEDICAL SERVICE	86.85
TOTAL FOR: ROYAL OAK ANIMAL HOSPITAL			601.38
08650	ROYAL OAK FORD		
	413116	VEHICLE REPAIR & MAINTENANCE PARTS	97.31
TOTAL FOR: ROYAL OAK FORD			97.31
02681	ROYAL OAK POLICE DEPARTMENT		
	07012025	2025 FUNDS DRAW DOWN/CASH ADVANCE DREAM CRUISE, ART	3,000.00
TOTAL FOR: ROYAL OAK POLICE DEPARTMENT			3,000.00
07697	ROYAL OAK RESTAURANT ASSOC		
	06202025	DDA SPONSORSHIP RESTAURANT WEEK 2025	10,000.00
TOTAL FOR: ROYAL OAK RESTAURANT ASSOC			10,000.00
01170	ROYAL ROOFING COMPANY, INC		
	S129284	FAMRERS MARKET ROOF MAINTENANCE & REPAIRS	2,450.00
TOTAL FOR: ROYAL ROOFING COMPANY, INC			2,450.00
20206	RUNNING ACES CASINO HOTEL		
	06/22/2025	MOTOR POOL TRAINING/WOLSCHLAGER	600.12
TOTAL FOR: RUNNING ACES CASINO HOTEL			600.12
20166	RUSSELL HOUSE TAVERN		
	06/03/2025	POLICE HARVARD SCHOOL MEALS/MOORE	37.70
TOTAL FOR: RUSSELL HOUSE TAVERN			37.70
16110	REBECCA RUSSELL		
	RUSSELL 2291	REIMBURSE LIBRARY TLN/TEEN PROGRAM SUPPLIES	22.91
TOTAL FOR: REBECCA RUSSELL			22.91
09106	MARTA SANDOVAL		
	360	ASK THE COMPUTER LADY	476.00
TOTAL FOR: MARTA SANDOVAL			476.00

Vendor Code	Vendor Name / Invoice	Description	Amount
15390	SAVATREE		
	1009319	BIOLOGICAL SOIL TREATMENT	261.00
TOTAL FOR: SAVATREE			261.00
16498	SEDGWICK CLAIMS MGMT. SERVICES, INC		
	SF0483202501718375	PAYMENTS ISSUED 6/2-30	15,006.59
TOTAL FOR: SEDGWICK CLAIMS MGMT. SERVICES, INC			15,006.59
01930	SHANTY CREEK RESORT		
	06/26/2025	POLICE MACP CONFERENCE LODGING/STANTON	580.62
TOTAL FOR: SHANTY CREEK RESORT			580.62
16242	SHELL OIL		
	05/30/2025	POLICE FUEL COST	58.00
TOTAL FOR: SHELL OIL			58.00
03783	SHERWIN WILLIAMS		
	3975-4	CREDIT - PAINT	(274.50)
	4705-6	PAINT	2,196.00
	4746-0	PAINT	58.97
TOTAL FOR: SHERWIN WILLIAMS			1,980.47
17231	SHORTS BREWING COMPANY		
	06/24/2025	POLICE SUMMER MACP CONFERENCE MEALS	22.96
TOTAL FOR: SHORTS BREWING COMPANY			22.96
16691	DAN SHOWALTER		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: DAN SHOWALTER			300.00
18577	SIDETRACK BOOKSHOP		
	06/19/2025	GIVEAWAY BOOKS	453.53
TOTAL FOR: SIDETRACK BOOKSHOP			453.53
19176	SHAELYNN SIMMS		
	06112025	HAMER FAMILY GRAPHIC NOVEL	250.00
TOTAL FOR: SHAELYNN SIMMS			250.00
19596	THOMAS SKELTON		
	06302025	HOCKEY REFEREE	150.00
TOTAL FOR: THOMAS SKELTON			150.00
06554	SLOAN MUSEUM		
	RES#13083757	LIBRARY INTRO TO FABRIC MARBLING/ALCOHOL INK ART AU	245.50
TOTAL FOR: SLOAN MUSEUM			245.50
20168	SLOANE'S		
	06/08/2025	POLICE HARVARD SCHOOL MEALS/MOORE	29.75
TOTAL FOR: SLOANE'S			29.75
19237	LEE SPENCER SMITH		
	7277	ROSES	80.00
	7283	ROSES	37.50
	7284	ROSES	40.00
	7356	ROSES	15.00
TOTAL FOR: LEE SPENCER SMITH			172.50

Vendor Code	Vendor Name / Invoice	Description	Amount
13564	SANDRA MYERS SMITH		
	7267	ROSES	82.50
	7490	ROSES	90.00
	7491	ROSES	60.00
	7492	ROSES	75.00
TOTAL FOR: SANDRA MYERS SMITH			307.50
20151	SOBOL HARVARD SQUARE		
	06/02/2025	POLICE HARVARD SCHOOL MEALS/MOORE	19.46
TOTAL FOR: SOBOL HARVARD SQUARE			19.46
01221	SOCRRA		
	S-INV109430	REFUSE, RECYCLING, YARD WASTE COLLECTION/DISPOSAL J	243,198.00
	S-INV109435	MAY 2025 SPECIAL WASTE	1,374.25
TOTAL FOR: SOCRRA			244,572.25
01220	SONITROL GREAT LAKES		
	579504	DPS/WATER SERVICE INTRUSION SYSTEM MONTHLY FEE 6/18	17.03
TOTAL FOR: SONITROL GREAT LAKES			17.03
01228	SPARTAN DISTRIBUTORS INC		
	7013417-00	EQUIPMENT REPAIR SUPPLIES	533.59
	7551115-00	EQUIPMENT REPAIR SUPPLIES	204.82
	7551522-00	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	213.75
TOTAL FOR: SPARTAN DISTRIBUTORS INC			952.16
08600	SQUARESPACE/GOOGLE		
	06/02/2025	WORKSPACE ROYALOAKREC.COM	12.00
	06/17/2025	DOMAIN ROCIVICFOUNDATION	30.00
	06/17/2025	DOMAIN ROCIVIC.ORG	15.00
	06/17/2025	DOMAIN ROCIVIC.ORG	15.00
TOTAL FOR: SQUARESPACE/GOOGLE			72.00
16770	STAPLES		
	06/24/2025	SENIOR CTR OFFICE SUPPLIES	19.99
TOTAL FOR: STAPLES			19.99
17190	STATE COURT ADMINISTRATIVE OFFICE		
	06/27/2025	CREDIT - COURT TRAINING REFUND	(130.00)
TOTAL FOR: STATE COURT ADMINISTRATIVE OFFICE			(130.00)
18862	STATE OF MICHIGAN		
	MAY 2025 SALES/WH	SALES & WITHHOLDING TAX MAY 2025	67.41
TOTAL FOR: STATE OF MICHIGAN			67.41
01259	STATE OF MICHIGAN		
	05/31/2025	ENGINEERING EGLE PART 41 EXPEDITED PERMIT	1,020.00
	2024 MSHDA	2024 MSHDA FEE	41,427.45
TOTAL FOR: STATE OF MICHIGAN			42,447.45
15343	STRATEGIC ENERGY SOLUTIONS INC		
	25094101-01		3,650.00
	25094101-03	514 S LAYFAYETTE ENG SERVICES MEDC GRANT	730.00
TOTAL FOR: STRATEGIC ENERGY SOLUTIONS INC			4,380.00
06433	STRYKER SALES, LLC		
	9209585857	FIRE PROCARE SERVICE CONTRACT	11,405.00
TOTAL FOR: STRYKER SALES, LLC			11,405.00

Vendor Code	Vendor Name / Invoice	Description	Amount
07643	SUBURBAN ARENA MNGMT ROYAL OAK		
	1581	ARENA MANGEMENT	15,693.74
	1582	ARENA MANAGEMENT W/E 6/22/25	34,494.66
TOTAL FOR: SUBURBAN ARENA MNGMT ROYAL OAK			50,188.40
12607	SUPPLYDEN		
	813195-00	ARENA CLEANING SUPPLIES	373.38
TOTAL FOR: SUPPLYDEN			373.38
09981	PATRICK SZUMINSKI		
	2024-25 #2	BOOT ALLOWANCE	69.93
TOTAL FOR: PATRICK SZUMINSKI			69.93
07000	TARGET		
	06/06/2025	LIBRARY VIDEO RESOURCES	79.99
TOTAL FOR: TARGET			79.99
20004	TAYST COFFEE		
	06/18/2025	COFFEE SERVICES	536.25
TOTAL FOR: TAYST COFFEE			536.25
17703	THAT'S GREAT NEWS		
	06/06/2025	FARMERS MKT 100-YEAR PLAQUE	272.00
TOTAL FOR: THAT'S GREAT NEWS			272.00
09892	THE ROYAL OAK BREWERY		
	06/04/2025	LUNCH MEETING GACIOCH & FORMER MAYOR COWAN	26.74
TOTAL FOR: THE ROYAL OAK BREWERY			26.74
06851	DAVID TORGERSON		
	5079	ROSES	40.00
TOTAL FOR: DAVID TORGERSON			40.00
15629	TOTALLY PROMOTIONAL.COM		
	06/15/2025	POLICE OPERATING SUPPLIES	573.63
TOTAL FOR: TOTALLY PROMOTIONAL.COM			573.63
11563	TRUCK & TRAILER SPECIALTIES		
	HSO018178	EQUIPMENT FOR NEW VEHICLES	252.38
	HSO018191	EQUIPMENT FOR NEW VEHICLES	436.52
TOTAL FOR: TRUCK & TRAILER SPECIALTIES			688.90
18125	UMAKEBUTTONS.COM		
	05/30/2025	LIBRARY SUPPLIES	908.78
TOTAL FOR: UMAKEBUTTONS.COM			908.78
20186	UNION OYSTER HOUSE		
	06/16/2025	POLICE HARVARD SCHOOL MEALS/MOORE	45.59
TOTAL FOR: UNION OYSTER HOUSE			45.59
16057	UNITED STATES POSTAL SERVICE		
	06/06/2025	COURT MAILING COST	47.31
	06/17/2025	COURT MAILING COST	9.03
TOTAL FOR: UNITED STATES POSTAL SERVICE			56.34
03319	UNITED STATES TREASURY		
	720-V 2025	QLY FEDERAL EXCISE TAX 2ND QTR 2025	4,852.54
TOTAL FOR: UNITED STATES TREASURY			4,852.54

Vendor Code	Vendor Name / Invoice	Description	Amount
18072	UPRINTING.COM		
	06/04/2025	STUDENT I LOVE RO STICKERS	211.25
TOTAL FOR: UPRINTING.COM			211.25
08019	UPS		
	05/31/2025	SENIOR CTR OPERATING SUPPLIES	16.17
	06/22/2025	MOTOR POOL SHIP PD BLACKOUT MODULES	18.58
TOTAL FOR: UPS			34.75
03727	USPS DISBURSING OFFICE		
	22137549-1/1	POSTAGE & MAILING SERVICES	1.00
TOTAL FOR: USPS DISBURSING OFFICE			1.00
13627	UTEC		
	355801	PRINTER MAINTENANCE & SUPPORT 6/15-7/14	9,007.61
TOTAL FOR: UTEC			9,007.61
19087	VERDETERRE CONTRACTING, INC.		
	CAP2410 PE9	2024 WATER MAIN IMPROVEMENTS YEAR END	7,557.50
TOTAL FOR: VERDETERRE CONTRACTING, INC.			7,557.50
05778	VERIZON WIRELESS		
	05/29/2025	CELL PHONE SERVICE APR 10-MAY 9	6,447.45
	05/29/2025	CELL PHONE SERVICE APR 10-MAY 9	58.07
	06/12/2025	CELL PHONE SERVICE APR 24-MAY 23	700.33
TOTAL FOR: VERIZON WIRELESS			7,205.85
20169	VILLA FRANCESCA		
	06/08/2025	POLICE HARVARD SCHOOL MEALS/MOORE	48.61
TOTAL FOR: VILLA FRANCESCA			48.61
20103	DENITA WALKER		
	05/31/2025	LIBRARY NEWSPAPER DELIVERY	247.26
TOTAL FOR: DENITA WALKER			247.26
06947	WALMART		
	06/03/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	34.67
	06/05/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	67.99
	06/11/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	117.38
	06/12/2025	LIBRARY YOUTH PROGRAM SUPPLIES	69.53
	06/13/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	127.57
	06/22/2025	SENIOR CTR TIM'S KITCHEN SUPPLIES	128.81
	06/26/2025	LIBRARY YOUTH PROGRAM SUPPLIES	22.72
TOTAL FOR: WALMART			568.67
17285	ANNABELLE WEATHERS		
	070925	FOOD TRUCK RALLY FACE PAINTING JULY 9	225.00
TOTAL FOR: ANNABELLE WEATHERS			225.00
14003	WEBSTAURANTSTORE		
	05/29/2025	LIBRARY HIGH-SPEED HAND DRYER	636.92
	06/17/2025	PARKS PICNIC TABLE/BENCHES	2,474.52
TOTAL FOR: WEBSTAURANTSTORE			3,111.44
17147	WHEN I WORK		
	06/03/2025	PARK EMPLOYEE SCHEDULING APP	40.00
TOTAL FOR: WHEN I WORK			40.00

Vendor Code	Vendor Name / Invoice	Description	Amount
20200	WILD RASPBERRY FACE PAINTING		
	000175	FACE PAINTING	210.00
TOTAL FOR: WILD RASPBERRY FACE PAINTING			210.00
17265	VALERIE WILSON		
	WILSON 7/15/25	LIBRARY COOKING CLASS	300.00
TOTAL FOR: VALERIE WILSON			300.00
06477	WITMER PUBLIC SAFETY GROUP INC		
	INV696438	CAIRNS 880 CHICAGO	561.66
	INV697825	BOSTON LEATHER SHORT	6.99
TOTAL FOR: WITMER PUBLIC SAFETY GROUP INC			568.65
20154	WM PROMOTIONS		
	06/06/2025	SOBRIETY COURT SUPPLIES	171.78
TOTAL FOR: WM PROMOTIONS			171.78
09794	WOLVERINE FREIGHTLINER		
	661442/256	VEHICLE REPAIR & MAINTENANCE PARTS	118.74
	771477	VEHICLE REPAIR & MAINTENANCE PARTS	379.18
TOTAL FOR: WOLVERINE FREIGHTLINER			497.92
05315	WORRY FREE INC		
	25-79912	CBD SUMMER MAINTENANCE/RAIN GARDEN MAINTENANCE JUNE	14,187.20
	25-79946	CBD SUMMER MAINTENANCE/RAIN GARDEN MAINTENANCE JUNE	14,187.20
	25-79955	REPAIR SERVICE CALL	512.89
	25-79973	SERVICE CALL MARYLAND ST ISLAND	926.05
	25-79982	CENTENNIAL PARK REPAIR	550.55
	25-79982A	CENTENNIAL PARK SERVICE	265.00
TOTAL FOR: WORRY FREE INC			30,628.89
14019	WOW! BUSINESS		
	06/12/2025	VARIOUS CITY LOCATIONS	3,326.55
TOTAL FOR: WOW! BUSINESS			3,326.55
15027	WSP MICHIGAN INC.		
	40207842	2025 SAMPLING & REPORTING	1,105.00
TOTAL FOR: WSP MICHIGAN INC.			1,105.00
18606	XAVS JAMMIN CARIBBEAN		
	06/20/2025	VOLUNTEER LUNCHES	90.00
TOTAL FOR: XAVS JAMMIN CARIBBEAN			90.00
19390	MARKUS YOUNG		
	002	SIGHTS & SOUNDS ENTERTAINMENT FARMERS MKT JULY 9	600.00
TOTAL FOR: MARKUS YOUNG			600.00
TOTAL - ALL VENDORS			3,776,901.56

PAYROLL #663 & 664

PAYROLL DATE:	07/11/25		
HUNTINGTON - PAYROLL			
DIRECT DEPOSIT	$ 1,600,874.15		
PAPER CHECK	-		
ADJUSTMENTS			
		$	**1,600,874.15**
ELECTRONIC MONEY TRANSFER - ACH			
IRS			
FED. W/H	340,550.37		
SOC SEC	102,095.50		
MEDICARE	66,468.90		
			509,114.77
STATE OF MICHIGAN TREASURY			89,770.14
FRIEND OF THE COURT			3,476.09
MISSIONSQUARE			131,041.28
NATIONWIDE			37,650.56
MERS			29,448.74
TASC			10,834.34
ACCOUNTS PAYABLE - CHECKS			
MICHIGAN EDUCATION TRUST			-
MISC DEDUCTIONS			229.62
UNION DUES			
PSA	484.00		
POA	3,172.00		
Command	1,200.00		
Detectives	490.00		
DPS	2,728.32		
Fire	7,321.80		
TPOAM	1,645.00		
Parking	144.00		
UNION DUES			17,185.12
GRAND TOTAL		**$**	**2,429,624.81**

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Request for Purchase Order Approval

July 2, 2025

The Honorable Mayor Fournier and
Members of the City Commission:

If the city commission is in agreement, the following resolution to approve purchase orders is recommended:

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2025-26:

Requisition #	R009171
Vendor:	JH Hart Urban Forestry
Requesting approval for:	$600,000
Price Source:	in a multi-year contract
Budgeted:	$600,000
Department / Fund:	solid waste / solid waste
Description:	tree trimming, removal & forestry issues

Requisition #	R009165
Vendor:	RKA Petroleum Companies
Requesting approval for:	$550,000
Price Source:	cooperative purchase with Sterling Heights
Budgeted:	$550,000
Department / Fund:	motor pool / motor pool
Description:	gasoline/purchase fuel

Requisition #	R009170
Vendor:	Trans-Tek Transport
Requesting approval for:	$315,000
Price Source:	in a multi-year contract
Budgeted:	$315,000
Department / Fund:	multiple / multiple
Description:	refuse haul out from DPS yard & material for DPS operations

Requisition #	R009199
Vendor:	Dell Marketing L.P.
Requesting approval for:	$300,000
Price Source:	MiDeal pricing (contract # 071B6600111)
Budgeted:	$300,000
Department / Fund:	information systems / information systems
Description:	laptop replacements & licensing

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Requisition #	R009173
Vendor:	Ferguson Waterworks
Requesting approval for:	$250,000
Price Source:	bid by another entity/Oakland County contract #008704
Budgeted:	$250,000
Department / Fund:	meter services / water & sewer
Description:	water meters & parts

Requisition #	R009186
Vendor:	Detroit Salt Company
Requesting approval for:	$250,000
Price Source:	bid by another entity/Farmington Hills (awarded April 2023), lowest of 3 bids
Budgeted:	$250,000
Department / Fund:	major & local streets / streets winter maintenance
Description:	rock salt

Requisition #	R009169
Vendor:	Midwest Tape
Requesting approval for:	$162,000
Price Source:	estimation
Budgeted:	$162,000
Department / Fund:	library / library
Description:	downloadable- audio, video, etc. / library video & audio resources

Requisition #	R009168
Vendor:	Ingram Library Services
Requesting approval for:	$141,380
Price Source:	estimation
Budgeted:	$141,380
Department / Fund:	library / library
Description:	purchase books

Requisition #	R009194
Vendor:	EMS Management & Consultants
Requesting approval for:	$120,000
Price Source:	in a multi-year contract
Budgeted:	$120,000
Department / Fund:	ambulance services / public safety
Description:	ambulance billing services

Requisition #	R009174
Vendor:	BS & A Software
Requesting approval for:	$115,000
Price Source:	in a multi-year contract

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Budgeted:	$115,000
Department / Fund:	information systems / information systems
Description:	annual software licensing/maintenance for BS & A software

Requisition #	R009196
Vendor:	Allied Printing
Requesting approval for:	$111,560
Price Source:	estimation
Budgeted:	$111,560
Department / Fund:	water billing & treasurer / water & sewer & general
Description:	water & tax billing printing & postage

Requisition #	R009164
Vendor:	Core & Main
Requesting approval for:	$110,000
Price Source:	bid by another entity (Troy)
Budgeted:	$110,000
Department / Fund:	water maintenance / water & sewer
Description:	curb stop/box copper, bricks, block, mortar, pipes

Requisition #	R009190
Vendor:	Eganix Inc.
Requesting approval for:	$97,560
Price Source:	estimation
Budgeted:	$97,560
Department / Fund:	sewer maintenance / water & sewer
Description:	micro tab for grease in CBD sewers

Requisition #	R009192
Vendor:	Howard L Shifman PC
Requesting approval for:	$96,000
Price Source:	quote (1)
Budgeted:	$96,000
Department / Fund:	human resources / general
Description:	labor attorney special retainer

Requisition #	R009175
Vendor:	UTEC
Requesting approval for:	$95,000
Price Source:	in a multi-year contract
Budgeted:	$95,000
Department / Fund:	information systems / information systems
Description:	printer maintenance & support

Requisition #	R009172

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Vendor:	The Library Network
Requesting approval for:	$81,500
Price Source:	estimation
Budgeted:	$81,500
Department / Fund:	library / library
Description:	library network data services, circulation fees, item linking, Smart Access Manager, basic fees for the shared automation system, Deep Freeze license & headphones, barcodes, earbuds, delivery service fee, datamailers that notify people of lost items, RB digital audiobooks & magazine subscription, Tumblebooks subscription

Requisition #	R009188
Vendor:	NYE Uniform
Requesting approval for:	$85,000
Price Source:	estimation
Budgeted:	$85,000
Department / Fund:	multiple / multiple
Description:	uniforms

Requisition #	R009176
Vendor:	Ajax Materials Corporation
Requesting approval for:	$75,000
Price Source:	bid by Royal Oak (lowest of 2 bids)
Budgeted:	$75,000
Department / Fund:	streets maintenance / major & local streets
Description:	asphalt supplies

Requisition #	R009189
Vendor:	Frank Everingham
Requesting approval for:	$70,000
Price Source:	estimation
Budgeted:	$70,000
Department / Fund:	inspection/code enforcement / state construction code
Description:	electrical inspector

Requisition #	R009166
Vendor:	Rocket One Stop Office
Requesting approval for:	$60,000
Price Source:	estimation
Budgeted:	$60,000
Department / Fund:	multiple / multiple
Description:	printing services for flyers, signs, stickers, etc.

Requisition #	R009183
Vendor:	Bound Tree Medical LLC

Requesting approval for:	$60,000
Price Source:	bid by another entity/Farmington Hills (awarded February 2020) on behalf of the southeast Michigan emergency medical supplies cooperative (SMEMS) with extensions to the MITN purchasing cooperative
Budgeted:	$60,000
Department / Fund:	ambulance services / public safety
Description:	fire & EMS supplies

Requisition #	R009195
Vendor:	First Choice Services
Requesting approval for:	$60,000
Price Source:	estimation
Budgeted:	$60,000
Department / Fund:	community promotion & court / general
Description:	coffee services

Requisition #	R009198
Vendor:	Amazon Capital Services
Requesting approval for:	$57,300
Price Source:	cooperative
Budgeted:	$57,300
Department / Fund:	library / library
Description:	library supplies

Requisition #	R009163
Vendor:	Home Depot
Requesting approval for:	$55,000
Price Source:	Mi-Deal pricing/contract # 071B7700159
Budgeted:	$55,000
Department / Fund:	multiple / multiple
Description:	tools & hardware as needed

Requisition #	R009191
Vendor:	Grand Blanc Printing Co.
Requesting approval for:	$54,500
Price Source:	bid by another entity (Troy)
Budgeted:	$54,500
Department / Fund:	community promotion / publicity tax
Description:	printing for 4 issues of Insight magazine/fall, winter, spring, summer

Requisition #	R009162
Vendor:	Cintas Corporation
Requesting approval for:	$50,000
Price Source:	Omnia Partners/contract #222886

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Royal Oak, MI 48067

Budgeted:	$50,000
Department / Fund:	multiple / multiple
Description:	cleaning service for floor mats at city hall and other various city buildings

Requisition #	R009187
Vendor:	BigBelly
Requesting approval for:	$37,000
Price Source:	in a multi-year contract
Budgeted:	$37,000
Department / Fund:	solid waste / solid waste
Description:	high capacity refuse/recycling station

Requisition #	R009200
Vendor:	Municipal Emergency Services
Requesting approval for:	$35,000
Price Source:	Sourcewell contract (#011124-MES)
Budgeted:	$35,000
Department / Fund:	public safety / fire
Description:	fire uniform clothing & gear

Requisition #	R009197
Vendor:	Brodart
Requesting approval for:	$30,190
Price Source:	estimation
Budgeted:	$30,190
Department / Fund:	library / library
Description:	office supplies & books

Requisition #	R009193
Vendor:	Office Depot
Requesting approval for:	$30,000
Price Source:	bid by another entity/Oakland County contract #010418
Budgeted:	$30,000
Department / Fund:	multiple / multiple
Description:	office supplies for city departments

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2024-25:

Requisition #	R008405 change order
Vendor:	JH Hart Urban Forestry
Requesting approval for:	$15,000 additional for a total of $615,000
Price Source:	in a multi-year contract

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Budgeted:	$615,000
Department / Fund:	solid waste / solid waste
Description:	tree trimming, removal & forestry issues

Requisition #	R008846 change order
Vendor:	Marine City Nursery Company
Requesting approval for:	$4,230 additional for a total of $201,750
Price Source:	in a multi-year contract
Budgeted:	$201,750
Department / Fund:	parks & forestry, streets parkway maintenance / general, major streets, local streets
Description:	tree planting program

Requisition #	R009110 change order
Vendor:	Ready Dig Excavation
Requesting approval for:	$75,230 additional for a total of $136,380
Price Source:	bid by Royal Oak
Budgeted:	$136,380
Department / Fund:	parks & forestry / roots
Description:	arboretum pathway improvements

Requisition #	R009059 change order
Vendor:	Macqueen Equipment
Requesting approval for:	$18,400 additional for a total of $134,700
Price Source:	MiDeal pricing (contract # 240000000166)
Budgeted:	$134,700
Department / Fund:	multiple / multiple
Description:	equipment

Requisition #	R009155
Vendor:	PK Contracting
Requesting approval for:	$120,050
Price Source:	bid by another entity (Troy)
Budgeted:	$120,050
Department / Fund:	streets traffic control / major streets
Description:	pavement markings

Requisition #	R008406 change order
Vendor:	Ajax Materials Corporation
Requesting approval for:	$10,100 additional for a total of $85,100
Price Source:	bid by Royal Oak (lowest of 2 bids)
Budgeted:	$85,100
Department / Fund:	streets maintenance / major & local streets
Description:	asphalt supplies

Requisition #	R008397 change order

Vendor:	The Dent Shop
Requesting approval for:	$7,800 additional for a total of $60,800
Price Source:	estimation
Budgeted:	$60,800
Department / Fund:	motor pool / motor pool
Description:	repairs of vehicles

Requisition #	R008491change order
Vendor:	Bianco Travel & Tours Inc.
Requesting approval for:	$8,500 additional for a total of $48,500
Price Source:	sole source
Budgeted:	$48,500
Department / Fund:	senior center / senior citizen services
Description:	travel costs for senior center trips

Requisition #	R008470 change order
Vendor:	Kiesler's Police Supply
Requesting approval for:	$9,900 additional for a total of $44,900
Price Source:	estimation (MiDeal pricing/contract #071B6600124)
Budgeted:	$44,900
Department / Fund:	police / public safety
Description:	police ammo & weapons & training

Requisition #	R008454 change order
Vendor:	Garrett Door Company
Requesting approval for:	$2,000 additional for a total of $37,000
Price Source:	quotes
Budgeted:	$37,000
Department / Fund:	multiple / multiple
Description:	door replacements & repairs

Requisition #	R008572 change order
Vendor:	DSS Corporation
Requesting approval for:	$2,000 additional for a total of $33,520
Price Source:	in multi-year contract
Budgeted:	$33,520
Department / Fund:	information systems / information systems
Description:	document imaging management services & 911 recording support

Requisition #	R008659
Vendor:	Carrier & Gable
Requesting approval for:	$33,100
Price Source:	MiDeal pricing (contract #200000000552)
Budgeted:	$33,100
Department / Fund:	multiple / multiple

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Description:	electrical supplies for traffic signals
Requisition #	R008438
Vendor:	Oakland Community College
Requesting approval for:	$30,880
Price Source:	estimation
Budgeted:	$30,880
Department / Fund:	multiple / multiple
Description:	training & education
Requisition #	R008780
Vendor:	Royal Oak Restaurant Association
Requesting approval for:	$30,000
Price Source:	approved by the DDA
Budgeted:	$30,000
Department / Fund:	DDA/TIFA / DDA development
Description:	beer & wine stroll
Requisition #	R008465
Vendor:	Gunners Meters & Parts
Requesting approval for:	$26,000
Price Source:	estimation
Budgeted:	$26,000
Department / Fund:	meter services & water maintenance / water & sewer
Description:	meter couplings

Respectfully submitted,

Kymberly Coy
Finance Director

Approved,

Joseph Gacioch
City Manager

Finance Department
203 South Troy Street
Royal Oak, MI 48067

Disposal of Surplus Property

July 2, 2025

The Honorable Mayor Fournier and
Members of the City Commission:

Please find below, city property that the administration is requesting to be declared as surplus and allowed for sale at auction. As a general procedure, any property that is not sold at auction will be recycled or thrown out.

Library:

- Dell 17" E170Sb monitor
- Dell Monitor 21" V221 monitor
- Dell E10S PowerEdge network rack; 8GB RAM; no hard drive
- EPSON LCD Projector EMP-83; no power cord
- 2016 Dell XPS; 8GB RAM; Win10
- (2) HP EliteDesk 800 G1 SFF; 8GB RAM; no hard drives; one with SD card reader
- HP EliteDesk 800 G1 SFF; 8GB RAM; Win10; SD card reader

If the city commission is in agreement, the following resolution is recommended for approval:

> **BE IT RESOLVED**, the city commission declares the above property surplus and authorizes the disposal of the items by auction. Any net proceeds from the sale of items listed under "library" will be deposited into the general fund miscellaneous revenue account 271.000.67100.

Respectfully submitted,

Kymberly Coy
Finance Director

Approved,

Joseph Gacioch
City Manager

Royal Oak
Life Now Playing

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Utilize Southeastern Oakland County Water Authority's Bid to Replace Water Service Lines 2025-26**
SUBMITTING DEPARTMENT	**Department of Public Service**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

The Department of Public Services (DPS) requests to utilize Southeastern Oakland County Water Authority's (SOCWA) bid unit prices to replace water service lines throughout the City. The DPS estimates the requested funding will replace 140-150 lead service lines in FYE 26.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$980,000**
AMOUNT CURRENTLY BUDGETED	**$980,000**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**592-538-82500**
WAS THIS A BUDGETED EXPENSE?	**☒ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact
☐Revenue impact (details below)
☐Workload impact (details below)
☐Operations Impact (details below)

REVENUE IMPACT: N/A

WORKLOAD IMPACT: Inspection services will be performed using existing team members.

OPERATIONS IMPACT: N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

Replacing lead service lines is a priority in the S-CAP.

LEGAL COMMENTS

In 2020 SOCWA undertook a competitive bid process on behalf of its member communities for unit prices for as-needed contracting to assist SOCWA member communities in the verification of existing water service line materials and the replacement of water service lines; public side, from the water main to the curb stop, and/or private side, from the curb stop to the water meter. Because these prices were obtained through the competitive bidding process and are “unit” prices, the City is in compliance with all RFP and competitive bid requirements for this classification of purchase and the extension of the unit prices. This office has reviewed the competitively awarded cooperative purchasing contracts on behalf of the City and SOCWA’s participating agencies and find it complies with all standard legal requirements as generally required by the City.

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the request to utilize Southeastern Oakland County Water Authority’s bid unit prices to replace water service lines throughout the city and directs staff to issue a purchase order not to exceed $980,000.

ATTACHMENTS:

SOCWA Water Service Line Replacement Program Change Order D’Angelo Brothers Inc.

D’Angelo Contract

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
CHANGE ORDER NO. 3

Date: 3-Oct-24
HRC Job No. 20191046

ENGINEER:	**OWNER:**	**CONTRACTOR:**
Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, MI 48303	Southeastern Oakland County Water Authority 3910 Webster Rd. Royal Oak, MI 48073	D'Angelo Brothers, Inc. P.O. Box 531330 Livonia, MI 48155

The Contractor is directed to make the following changes in the Contract Documents.

CHANGE ORDER NO. 3, ITEM 1:

Description: Unit Price Adjustment for Contract Items for proposed Contract extension from January 1, 2025 to December 31, 2027.

Reason for Change: Price adjustments to items highlighted in the attached Cost Worksheet

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
4, 7, 8, 11, 12, 15, 21, 25-27, 31-33, 38-48, 71-75, 79-81 & 85-89	5% adjustment from Contract Price (Yellow Highlights on attached Cost Worksheet))	N/A	N/A	VARIES	VARIES	$0.00
3, 19 & 20	10% adjustment from Contract Price (Blue Highlights on attached Cost Worksheet)	N/A	N/A	VARIES	VARIES	$0.00
SUBTOTAL CHANGE ORDER NO. 3, ITEM NO. 1					N/A	N/A

CHANGE ORDER NO. 3, ITEM 2:

Description: Contract Extension

Reason for Change: The Contract Completion Date will be extended from December 31, 2024 to December 31, 2027 to allow all SOCWA Member Communities an additional three (3) years to complete Water Service Line Replacements under the current contract with D'Angelo Brothers, Inc. All unit prices for the items of work included in the Contract (including Change Orders 1 through 3) are to remain firm and be held thru the Contract Extension date of December 31, 2027.

PROPOSAL ITEM NO.	ITEM OF WORK	UNIT	INCREASE \ (DECREASE) QUANTITY	UNIT BID PRICE	AMOUNT INCREASE	AMOUNT DECREASE
All	All Contract Items	N/A	N/A	N/A	$0.00	$0.00
SUBTOTAL CHANGE ORDER NO. 3, ITEM NO. 2					$0.00	$0.00

TOTAL NET CHANGE FOR CHANGE ORDER NO. 3	**N/A**
Original Contract Price	N/A (As-Needed Contract)
Total of previous Change Orders to date	$0.00
Current Contract Price adjusted by the previous Change Orders	N/A (As-Needed Contract)
The Contract Price will be not be changed by this Change Order	
The revised Contract Price including this Change Order	N/A (As-Needed Contract)
Contract Agreement Date:	June 11, 2020
Original Contract Completion Date:	December 31, 2022
Amended Contract Completetion Date (CO #1):	December 31, 2024
Revised Contract Completetion Date (CO #3):	December 31, 2027

Authorized By: _____ Date: _____
Eric Griffin
General Manager, Southeastern Oakland County Water Authority

Recommended By: Bradley Shepler Date: 10/3/2024
Bradley Shepler, P.E., CCCA
Associate, Hubbell, Roth & Clark, Inc.

Accepted By: _____ Date: _____
Vincent D'Angelo
Principal, D'Angelo Brothers, Inc.

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942		**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942
			Base Price; Years 1-3 (Thru Dec 31, 2022)		**Base Price (Thru Dec 31, 2027)**
			Individual Unit	Grouped Unit	Individual Unit
WATER SERVICE LINE REPLACEMENT PROGRAM - DIVISION I					
1	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,580.00	$2,580.00	$2,580.00
2	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$25.00	$25.00	$25.00
3	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,680.00	$2,680.00	$2,948.00
4	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$25.00	$25.00	$26.25
5	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,380.00	$2,380.00	$2,380.00
6	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$23.00	$23.00	$23.00
7	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,800.00	$2,800.00	$2,940.00
8	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$28.00	$28.00	$29.40
9	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,700.00	$2,700.00	$2,700.00
10	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$26.00	$26.00	$26.00
11	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$3,380.00	$3,380.00	$3,549.00
12	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$34.00	$34.00	$35.70
13	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$3,200.00	$3,200.00	$3,200.00
14	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$31.00	$31.00	$31.00
15	Private Water Service Line Connection to Premise/Building Plumbing	EA	$485.00	$485.00	$509.25
16	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,800.00	$1,800.00	$1,800.00
17	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,680.00	$2,680.00	$2,680.00
18	3/4 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$25.00	$25.00	$25.00
19	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,900.00	$1,900.00	$2,090.00
20	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,700.00	$2,700.00	$2,970.00
21	1 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$25.00	$25.00	$26.25
22	1 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,780.00	$1,780.00	$1,780.00
23	1 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,650.00	$2,650.00	$2,650.00
24	1 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$23.00	$23.00	$23.00
25	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$2,000.00	$2,000.00	$2,100.00
26	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,500.00	$2,500.00	$2,625.00
27	1-1/2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$28.00	$28.00	$29.40
28	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,580.00	$1,580.00	$1,580.00
29	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,400.00	$2,400.00	$2,400.00
30	1-1/2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$26.00	$26.00	$26.00
31	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	$2,380.00	$2,380.00	$2,499.00
32	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,780.00	$2,780.00	$2,919.00
33	2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$34.00	$34.00	$35.70
34	2 inch HDPE Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	$2,200.00	$2,200.00	$2,200.00

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942		**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942
			Base Price; Years 1-3 (Thru Dec 31, 2022)		**Base Price (Thru Dec 31, 2027)**
			Individual Unit	Grouped Unit	Individual Unit
35	2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,500.00	$2,500.00	$2,500.00
36	2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$31.00	$31.00	$31.00
37	3/4 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$185.00	$185.00	$185.00
38	1 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$200.00	$200.00	$210.00
39	1-1/2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$285.00	$285.00	$299.25
40	2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$400.00	$400.00	$420.00
41	6 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
42	6 inch x 1 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
43	6 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
44	6 inch x 2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
45	8 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
46	8 inch x 1 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
47	8 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
48	8 inch x 2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00	$183.75
49	12 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00	$250.00
50	12 inch x 1 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00	$250.00
51	12 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00	$250.00
52	12 inch x 2 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00	$250.00
53	16 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$500.00	$500.00	$500.00
54	16 inch x 1 inch Brass Service Saddle (Material Only)	EA	$500.00	$500.00	$500.00
55	16 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$550.00	$550.00	$550.00
56	16 inch x 2 inch Brass Service Saddle (Material Only)	EA	$550.00	$550.00	$550.00
57	Abandon & Plug Existing Corp	EA	$185.00	$185.00	$185.00
58	Remove Existing Corp and Install Repair Sleeve	EA	$888.00	$888.00	$888.00
59	Water Main Taps Greater than 7 feet to the Top of Pipe	VFT	$285.00	$285.00	$285.00
60	Dig Through Frost (per tap) When Additional Equipment is Necessary.	EA	$250.00	$250.00	$250.00
61	Plumbing Permit (ALLOWANCE)	EA	$100.00	$100.00	$100.00
62	Miscellaneous Permits (ALLOWANCE)	EA	$500.00	$100.00	$500.00
63	Bonds & Insurances (ALLOWANCE)	LSUM	$10,000.00	$10,000.00	$10,000.00
64	Distribute and Collect Access Agreements	EA	$160.00	$160.00	$160.00
65	Initial Introduction Meeting Attendance & Work Plan	EA	$160.00	$160.00	$160.00
66	Scheduling Service Line Replacement Work with Business/Residence	EA	$160.00	$160.00	$160.00
67	Building/Premise Plumbing Flush	EA	$225.00	$225.00	$225.00

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942 **Base Price; Years 1-3 (Thru Dec 31, 2022)** Individual Unit	 Grouped Unit	**D'Angelo Brothers Inc.** P.O. BOX 531330 Livonia, MI | (248) 515-1942 **Base Price (Thru Dec 31, 2027)** Individual Unit
AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS (APPLICABLE TO DIVISION I & DIVISION II)					
71	3/4 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$155.00	$155.00	$162.75
72	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$155.00	$155.00	$162.75
73	1-1/2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$455.00	$455.00	$477.75
74	2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$555.00	$555.00	$582.75
75	6' Curb Valve Box (including Stainless Steel Rod)	EA	$160.00	$160.00	$168.00
76	Pavt Rem, Concrete Roadway, Special	SYD	$15.00	$15.00	$15.00
77	HMA Surface, Rem, Special	SYD	$12.00	$12.00	$12.00
78	Driveway and Sidewalk, Rem	SYD	$12.00	$12.00	$12.00
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	$11.00	$11.00	$11.55
80	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	SYD	$9.00	$9.00	$9.45
81	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Hydroseed	SYD	$10.00	$10.00	$10.50
82	Hardwood Mulch, 4 inch	SYD	$10.00	$10.00	$10.00
83	Irrigation System Repair	EA	$58.00	$58.00	$58.00
84	Maintenance Aggregate, 21AA	TON	$28.00	$28.00	$28.00
85	Temporary Cold Patch	TON	$200.00	$200.00	$210.00
86	HMA, 13A or approved equal (min 25 ton)	TON	$620.00	$620.00	$620.00
87	Non Reinforced Concrete Roadway, MDOT P1 (min 10 cubic yards, aggregate)	CYD	$675.00	$675.00	$708.75
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	CYD	$675.00	$675.00	$708.75
89	Concrete curb and gutter, MDOT P1 (min 10 cubic yards, aggregate)	LFT	$49.00	$49.00	$51.45

Southeastern Oakland County Water Authority
Request for Proposals
WATER SERVICE LINE REPLACEMENT PROGRAM
Job #20191046

Date: April 1, 2020

The Southeastern Oakland County Water Authority (SOCWA) is accepting proposals from experienced and qualified contractors to verify the piping material of existing water service lines and replace existing water service lines either the public side, from the water main to the curb box, and/or the private side, from the curb box to the water meter. Sealed proposals will be received by SOCWA at the Administration Office, 3910 W. Webster Road, Royal Oak, MI 48073 until EXACTLY 10:00 A.M. Local Time, May 5, 2020, at which time and place the names of submitting proposers will be publicly opened and read.

Proposers shall review and comply with the Instructions to Proposers, which are incorporated by reference and located in Attachment A – Project Manual, and carefully review all Procurement Documents, as defined in the Instructions to Proposers. Proposals submitted after the exact time specified for receipt, will not be considered.

The Contract will consist of the following principal items of work and appurtenances as specified herein and described in the Contract Documents.

Description of Work:
To provide unit prices for as-needed contracting to assist SOCWA member communities in the verification of existing water service line materials and the replacement of water service lines; public side, from the water main to the curb stop, and/or private side, from the curb stop to the water meter. Water service lines may need to be verified at the water supply main, at the curb stop or within the premises. Service lines shall be replaced with new water service lines, as programmed by each member community. Service line verification and replacement locations are unknown at this time and will be determined by individual member communities as time and budget permit. At this time, it is unknown how many service line verifications may be requested of this Contract by the member communities. However, an estimated total of between 400 and 600 service line replacements are anticipated to be contracted out per year amongst the member communities. SOCWA reserves the right to select more than one qualified contractor to serve the member communities under this Contract.

The project will be advertised on the Michigan Inter-governmental Trade Network (MITN) and copies of Procurement Documents shall be available on or after April 1, 2020 from the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360.

IN ACCORDANCE WITH STATE EXECUTIVE ORDER NO. 2020-21, THE OFFICES OF HUBBELL, ROTH & CLARK, INC. ARE CURRENTLY CLOSED TO OUTSIDE VISITORS.

Please contact the offices of Hubbell Roth & Clark, Inc. at 248-454-6300 or e-mail at frontdesk@hrcengr.com to obtain a copy of the Procurement Documents. A non-refundable payment of SIXTY ($60.00) Dollars is required to purchase the Procurement Documents. CHECK or CREDIT CARD is acceptable. CREDIT CARD information can be provided over the telephone or via e-mail or CHECKS, made payable to "Hubbell, Roth & Clark, Inc.", may be mailed to the office. Procurement Documents will be sent electronically and shipped by U.P.S. ground upon confirmation of payment.

The Proposer is advised that to submit a proposal on this project, the Proposer must have purchased the Procurement Documents from Hubbell, Roth & Clark, Inc.

A project information meeting will be held at 10:00am local time on Wednesday, April 15, 2020. This meeting will be held virtually on a platform to be determined. **Please provide an e-mail address when requesting Procurement Documents so that an invitation to the project information meeting can be sent.** Representatives of SOCWA, member communities and the Engineer will be present to discuss the project. Meeting attendance is **not mandatory**. The Engineer will transmit a summary of the meeting and answers to any questions presented at the meeting in the form of an addendum.

Proposals submitted by Proposers who have been debarred, suspended, or made ineligible by any Federal Agency will be rejected.

Each proposer agrees to waive any claim it has or may have against SOCWA and its member communities, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

Each proposal shall be submitted on the proposal forms provided and shall be accompanied by a certified check, cashier's check or bid bond (proposal guarantee), executed by the proposer and Surety Company, payable to the Southeastern Oakland County Water Authority in the amount of not less than Five Percent (5%) of a projected yearly Contract of $500,000. Proposal Guarantee shall provide assurance that the proposer will, upon acceptance of the proposal, execute the necessary Contract with the Southeastern Oakland County Water Authority. No proposal may be withdrawn after the scheduled closing time for receiving proposals for at least one hundred and twenty (120) days.

The selected proposer(s) will be required to furnish satisfactory Performance, Labor and Material, and Maintenance and Guarantee Bonds.

THE SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS.

No Proposal will be received unless made on blanks furnished and delivered to the Southeastern Oakland County Water Authority on or before 10:00 a.m., Local time, May 5, 2020

Please submit proposal on or before the date and time given above to:

Jeff McKeen, P.E.
General Manager
Southeastern Oakland County Water Authority
3910 W. Webster Road,
Royal Oak, Michigan 48073

All proposals (one (1) original, one (1) copy, and one (1) electronic copy) must be submitted in a Sealed Envelope marked "SOCWA WATER SERVICE LINE REPLACEMENT PROGRAM".

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- ATTACHMENT A – PROJECT MANUAL
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SECTION I – INSTRUCTIONS

Definitions

1. Owner shall refer to the Southeastern Oakland County Water Authority, SOCWA or "Authority".
2. For the purposes of this RFP, the SOCWA "member communities" consist of the following communities and the City of Ferndale; City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Huntington Woods, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield and Southfield Township.
3. "Water Service Line" means the pipe from the discharge of the corporation fitting attached to the public water supply main to the customer premise plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
4. "Public Side Water Service Line" or "Public Water Service Line" means that portion of the Water Service Line from the discharge of the corporation fitting attached to the public water supply main to the discharge of the curb stop.
5. "Private Side Water Service Line" or "Private Water Service Line" means that portion of the Water Service Line from the discharge of the curb stop to the customer premise plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building, whichever is shorter.
6. For the purposes of this RFP, a service line will be considered a "lead service line" or "LSL" if any portion of the existing service line is made of lead or any portion of the service is made of galvanized steel that is or ever was downstream of a lead pipe.
7. Service Company, Vendor, Contractor, Firm or Proposer shall refer to the company providing a proposal for the work outlined in the specifications.

Securing Documents

Copies of the Procurement Documents may be obtained from the offices of Hubbell, Roth & Clark, Inc., Consulting Engineers, 555 Hulet Drive, Bloomfield Hills, Michigan 48302-0360. The authorized version of the Procurement Documents shall be that document, which was purchased from the offices of Hubbell, Roth & Clark, Inc. only.

The Procurement Documents remain the property of the Southeastern Oakland County Water Authority.

Examination of Documents and Site Work

Before submitting a proposal, each proposer shall examine the Project Manual carefully, and all other Procurement Documents. Proposers shall fully inform themselves prior to proposing as to items of Work covered under each unit price and the limitations under which the work may be performed and shall include in their unit prices the cost to cover the items necessary to perform the work as set forth in the Project Manual. No allowance will be made to a proposer because of lack of such examination or knowledge. The submission of a proposal will be considered as conclusive evidence that the proposer has made such examination.

Addenda to Request for Procurement Documents

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor. Vendors must request such interpretations or clarifications in writing from the Authority's Engineering Consultant, Hubbell, Roth & Cark, Inc. Request for information or clarification of this RFP must be made in writing and addressed to Bradley Shepler, P.E. at the address or email address listed below, with email being the preferred method of communication. Questions should reference the RFP or Project Manual page and section number.

Bradley Shepler, P.E., CCCA, LEED AP
Associate
Hubbell, Roth & Clark, Inc.
555 Hulet Drive, Bloomfield Hills, MI 48302
Email: bshepler@hrcengr.com

Questions relative to this solicitation must be submitted to Bradley Shepler, P.E., in writing, prior to TUESDAY, APRIL 22, 2020 at 10:00 a.m. No negotiations, decision or actions shall be initiated by any firm because of any verbal discussion with any individual employee of a member community, the Authority or their Engineering Consultant prior to the due date or during the evaluation process. All communications shall be conducted through the Authority's Engineering Consultant, unless specific written documentation is provided to the vendor.

The Authority reserves the right to change or amend the Procurement Documents, prior to the proposal due date by the issuance of Addendum. Addendum information will be provided to each vendor that has secured procurement documents in accordance with this Request for Proposals. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda.

The Authority reserves the right to disqualify any proposer who contacts any Authority or SOCWA member community employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the Authority from conducting discussions with proposers after the proposal opening.

Submittal Guidelines

Note: these submittal guidelines may change due to Executive Order 2020-21, please pay close attention to any and all addendum provided.

a. Submit one (1) original, one (1) copy, and one (1) electronic copy;
b. It is the proposer's responsibility to clearly identify and describe the products, equipment and services being offered in response to this solicitation;
c. The solicitation forms must be completed legibly and in their entirety;
d. Proposers must provide pricing on all line items in Division I or Division II (or both) **and** all line items in the As-Needed Materials and Surface Restoration Items section of the Cost Worksheet;
e. All required forms and information as requested must be furnished and presented in an organized, comprehensive and easy to follow manner;
f. Faxed and/or emailed proposals WILL NOT be accepted.

Professional Approach

The firm will represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to the project.

SECTION 2– PROJECT OVERVIEW

Project Overview

The Southeastern Oakland County Water Authority (SOCWA) is accepting proposals for professional construction services for the as-needed verification of existing water service line materials and replacement of lead water service lines within the SOCWA member communities as defined previously.

Member communities were required to submit preliminary distribution system materials inventory (PDSMI) to the Michigan Department of Environment, Great Lakes and Energy (EGLE) by January 1, 2020. A result of the PDSMI was the summation of the number of water service lines in each water supply system in which the piping material is unknown. By January 1, 2025, each water supply system is to complete a final distribution system materials inventory which would require verification of all the unknown water service line materials in their inventory. Numerous member communities have expressed an interest in utilizing this cooperative Contract to assist them with verifying their unknown service line materials, however, budgetary allocation towards service line verifications or number of service line verifications needed by each member community is not known at this time.

Member communities which have known lead service lines (LSLs), will begin their programs to replace a number of their respective LSLs, potentially beginning by July 1, 2020. The specific number of service lines to be replaced as a part of this contract is unknown but based on community surveys it is anticipated that roughly 400 to 600 LSLs per year are planned be replaced through this Contract. Please note that this approximations in no way constitute a guarantee of the amount of services to be replaced.

The intent of this proposal is to provide SOCWA member communities with common-to-all, competitively bid prices for which to complete water service line verifications and scheduled lead service line replacements. The member communities will provide SOCWA with a list of addresses in which service line verifications or service line replacements are needed. Included with the member community service line replacement work request would be; access agreements for each of the addresses, a desired schedule for completion of the Work and a preferred contractor prioritization based on the bid item costs, work experience and references provided in the proposal. SOCWA will work with the member community to determine the contractor that best fits the needs of the planned Work and assign that contractor the service line replacement program for that community. Service line replacement programs will not be spread through multiple communities unless agreed to by the contractor.

Upon assignment of the Work, the contractor will communicate and coordinate directly with staff from the member community(s) in which they are working and that staff will administer the field work, change management and requests for payment. Finalized payment recommendations will be submitted by the member community to SOCWA for issuance of payment to the contractor(s).

As noted in the proposal, the unit prices bid for the items of work contained herein will be valid through December 31, 2022. It is anticipated that SOCWA may accept multiple proposals, although SOCWA reserves the right to accept all, some, one or none of the submitted proposals and to negotiate with all, some, one or none of the proposers to develop a cooperative program that best meets the needs of the Authority's member communities.

The Cost Worksheet within the Project Manual has been prepared with multiple unit price bid items, described in detail within Section 01220. The intent is to provide options for all existing service line materials verification and service line replacement needs that exist in the member communities.

Because of the cooperative and as-needed nature of this proposal, the scope, schedule, location and jurisdictional requirements of the Work are unknown at this time. The result of this proposal selection process will provide SOCWA and its member communities a basis in which to select contractors that are qualified to perform existing service line materials verification and replacement work. If selected, contractors will hold a contract with SOCWA that defines the requirements of the Work, establishes unit prices for the Work and provides an assurance (bonds) to the member communities that the selected contractors will be ready and willing to complete existing service line materials verifications and/or service line replacements in their community in accordance with the contracting requirements. Once the selected contractors are established, it is the responsibility of the member community to provide a scope of the Work and desired schedule and for SOCWA to develop an sub-agreement with one of the selected contractors to complete the Work. This sub-agreement will establish the scope, schedule, potential for damages and any other minor contracting clarifications or requirements the member community may wish to include.

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the Authority is seeking contractors to provide, as described herein, proposals demonstrating work experience and successful completion of similar work, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the Work, of which qualifications and experience may be overriding factors, and price may not be a determining issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a contractor's qualifications, experience, references and approach meets the desired requirements and needs of the Authority and its member communities.

Those criteria that will be used and considered in evaluation for award are set forth in this document. The Authority and its member communities will thoroughly review all proposals received. The Authority will also utilize its best judgment when determining whether to schedule meetings with short-listed proposers after receipt of all proposals.

The Southeastern Oakland County Water Authority and all member communities reserve the right to select, and subsequently recommend for award, any, all, some or none of the proposed services which best meet required needs, quality levels, and schedule.

Background

The Southeastern Oakland County Water Authority (SOCWA) is a regional water authority that purchases potable water from the Great Lakes Water Authority and stores, pumps, and redistributes potable water to thirteen customer municipalities through its network of 50.5 miles of 16-inch to 48-inch diameter transmissions mains. The SOCWA system supplies potable water to an area that covers over 56 square miles and a population of approximately 210,000. Customer communities include; Berkley, Beverly Hills, Bingham Farms, Birmingham, Bloomfield Hills, Bloomfield Township, Clawson, Huntington Woods, Lathrup Village, Pleasant Ridge, Royal Oak, Southfield, and Southfield Township. General information regarding SOCWA is available at www.socwa.org.

SECTION 3– SCOPE OF SERVICES

The Southeastern Oakland County Water Authority (Authority) is seeking contractors to verify existing water service line materials and replace existing lead water service lines or galvanized water service lines that were previously connected to lead (LSLs).

Water service line material verifications are proposed to be conducted at up to three (3) of the following locations along the service line, as directed;

- Curb stop (and up to 24 inches on either side of the valve)
- Internal penetration to a building or premises
- Connection to the public water supply main

The verification at the curb stop will entail exposing the curb stop as well as at least 24 inches of service line on either side of the curb stop (public side and private side). The intent of this verification is to identify the service line in its buried state on both the public side and private side with one excavation and reveal any material changes due to repair or curb stop replacement. The verifications at the internal penetration to a building or premises and at the connection to the public water supply main are to identify the service line material at locations with high potential for lead piping (i.e. "goosenecks") or changes in material type. The location in which service line material verifications will be completed will be at the sole discretion of the member community in which the work will take place.

As part of this Contract it is anticipated that both private water service lines and public water services lines will be replaced. Selected contractors shall be prepared to replace both the private water service line and the public water service line at any given location, regardless of initial scope. At no time should any lead or galvanized piping knowingly remain as part of the water service line after the Work is completed. Work on private service lines will typically take place on private property and within a building/premises. Private property access agreements are required prior to any Work commencing on the private water service lines. Any work completed on private water service lines without a signed access agreement will not be covered under the terms and conditions of this Contract. It is noted that partial service line replacements – replacing public side service lines while leaving lead private side service lines or vice versa – are prohibited.

The proposers are requested to provide pricing for performing one (1) day of service line material verifications and one (1) water service line replacement. This item of work would be classified as an individual type work item. In addition, proposers are requested to provide pricing for performing a bulk quantity of service line material verifications (minimum of 30 addresses) and service line replacements (minimum of 10 addresses). This item of work would be classified as "program" work with the intent of obtaining improved unit pricing due to economies of scale. "Program" work will be limited to within an individual member community, unless otherwise agreed to by all parties.

The development of program work will involve a member community providing a list of addresses, signed access agreements (for LSL replacement work) and a desired completion schedule to SOCWA. SOCWA will subsequently negotiate with the selected contractor(s) in the best interest of the member community and assign the "program" to a selected contractor. From that point forward the contractor will work directly with the member community to complete the "program".

Not all member communities have the available staff to complete the tasks designated to be fulfilled by the member communities. Therefore, the following items of work normally reserved to be completed by the member community are provided for separately within the Contract for the Contractor to complete, should the Authority or member community be unable to support the completion of said task:

- Distribution of Initial Notification and Public Education documents
- Collection of signed Access Agreements
- Initial Introductory Meeting Attendance and Work Plan
- Scheduling of Service Line Replacement work with property owner/tenant
- Conduct building/premise plumbing flush

Section 6 of this Request for Proposal document is the Vendor Questionnaire. Within this Section the Contractor is asked to provide information on his or her experience in handling public interaction and scheduling/management activities. This Section is important for the evaluation of contractors qualified to handle additional activities beyond the construction activities presented in this Proposal. In addition, Section 01220 of the Project Manual describes the scope of these activities in more detail to help develop anticipated costs.

As part of the Contract, each selected contractor is required to perform up to four (4) initial introduction meetings with each member community's program manager (PM) and the property owner/tenants. This task will familiarize the PM with the LSL replacement process and water service line piping, materials, connections, etc., and how to communicate the LSL replacement process to the property owner/tenant and to help them complete the LSL Replacement Work Plan (refer to Attachment C of this RFP document).

Proposers are required to provide a price for each line item and each unit (both individual and grouped) in the Cost Worksheet within Division I or Division II or both in order to be considered for award. Each line item and each unit within the "As Needed Materials and Surface Restoration" section must be filled out regardless of Division to be considered for award. Proposers will only be selected to perform work per Division not per line item. Prices within the "As Needed Materials and Surface Restoration" section will only be utilized for contracting purposes if the contractor is awarded work within one or more Divisions. **The Authority reserves the right to award a Contract for Division I or Division II or both Divisions as it sees fit to best meets the needs of the Authority and its member communities.** Proposers should anticipate independent work programs for existing service line materials verification or service line replacement; unit prices should be reasonable and well-balanced and items should not be over-weighted.

Maintaining traffic along typical residential streets and low volume commercial or industrial avenues should be considered included with the project. Maintaining traffic shall consist of signage, barrels, cones and all other means of traffic control and site safety measures in accordance with the latest edition of the MMUTCD to assure the safety of the traveling public while also maintaining access to all local residents. Should the authority having jurisdiction (AHJ) deem that more coordinated traffic control is needed, the AHJ will either perform the traffic control themselves or negotiate a cost proposal from the Contractor based on the scope, terms and traffic control plan needed.

All service line replacement work shall be guaranteed to the member community free from defects in material and workmanship for a period of one (1) year from its completion. The contractor will make repairs to the service line to rectify defects in material and/or workmanship for one (1) year after completion, with any repairs considered incidental to the service line replacement.

Selected contractor(s) shall exercise caution when performing the Work to prevent damage to existing foundations. The contractor shall be responsible for repairing any damage to the foundation caused by their installation operation.

Selected contractor(s) shall identify the location of any existing utility services to the home and conduct operations in such a manner as to ensure the water service verification and new water service installation does not damage any existing utilities. Work shall be accomplished in accordance with all local ordinances and right-of-way permitting, Consumers Energy requirements for Protecting Gas Facilities, and the technical specifications for the project as prepared by the Authority's engineering consultant, Hubbell, Roth & Clark, Inc. (HRC). The contractor shall be responsible for repairing any damages to the satisfaction of the homeowner and the utility company.

Selected contractor(s) are not responsible for moving any items on the interior of the home that infringe upon the work that is secured to the basement floor or wall or that cannot be easily moved by one (1) worker.

Selected contractor(s) are not responsible for modifications to interior plumbing work beyond that necessary to connect to the new water service to the existing premise plumbing within the defined limits of a service line replacement except that the installation of a new interior shut-off valve (angle meter ball valve with handle) upstream of the meter is required if it can be completed without modifying the existing interior plumbing work.

Work may be needed to be completed on Saturdays or off hours to accommodate residents. No additional compensation will be allowed for work completed on Saturdays or off hours.

Alternate Proposal(s)

The Authority will evaluate all proposal responses received and make a recommendation for award that is in the best interest of the Authority and its member communities and allows for successful completion of the project on time and within budget.

Contract Extension

SOCWA and member communities reserve the right to negotiate contract extensions with all accepted contracts for an additional two (2) years, until December 31, 2024, as mutually acceptable by both the member community and Contractor.

SECTION 4– GENERAL PROVISIONS

In order to receive consideration, make proposals in strict accordance with the following:

- No proposal will be considered unless it is made in accordance with the Project Manual, addenda, instructions to proposers, general conditions and other Procurement Documents as provided.
- Proposal must be submitted on the forms provided, properly signed and with all items filled out as noted in the Instructions. Do not change the wording in the Proposal section, and do not add words to the Proposal section. Unauthorized conditions, limitations, or provisions attached to the proposal will be cause for rejection of the proposal. If alterations by erasure or interlineation are made for any reason, explain over such erasure or interlineation with a signed statement from the proposer.
- No late proposals will be accepted. Late proposals will be returned to submitter unopened. The Southeastern Oakland County Water Authority assumes no responsibility for errant delivery of proposals including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point as specified.
- The Southeastern Oakland County Water Authority reserves the right to postpone a due date for its own convenience. Proposals are considered received when date stamped and in the possession of the General Manager.
- Only properly identified proposals received on time will be evaluated.
- Proposals that are not in total compliance with the Project Manual and other documents included in the Request for Proposals shall be marked "alternate" or the Authority will presume the proposal meets the specifications herein.
- No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Southeastern Oakland County Water Authority or its member communities upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Authority or its member communities.
- No proposal may be withdrawn after it has been deposited with the Southeastern Oakland County Water Authority, except as provided by law.
- All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the Southeastern Oakland County Water Authority unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
- The Authority reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the Authority or to award to multiple proposers.
- The Authority and member communities reserve the right to modify the scope of services during the course of the Contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the contractor resulting from the requested changes are subject to acceptance by the Authority. Changes may be increases or decreases.

- The Authority and member communities reserve the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the Authority will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the Authority's best interest and will be final. The Authority reserves the right to award the contract to the other of the qualified proposals, re-bid the contract or do whatever is deemed to be in its best interest.
- The successful proposer(s) must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
- The Southeastern Oakland County Water Authority and all member communities are exempt from all sales, excise, and transportation taxes.
- The selected contractor(s) must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined in the Project Manual.
- Ownership of all data, materials and documentation originated and prepared for the Southeastern Oakland County Water Authority pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the Southeastern Oakland County Water Authority.
- The contractor(s) will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The contractor(s) will designate a representative who will be present at site and will have the authority to act on behalf of the contractor. The contractors' representative will not be replaced without prior written notice to the Authority or contracted member community. All communications given the contractors' representatives will be as binding as if given to the contractor(s).
- The contractor(s) shall not subcontract any or all portions of the work unless the Authority or contracted member community grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor(s) shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Southeastern Oakland County Water Authority and all member communities for such acts or omissions. All work shall meet with the approval of the Authority's or member community's representative for the project(s), as conforming to the provisions and requirements of this contract.
- All work shall meet with the approval of the Southeastern Oakland County Water Authority General Manager, or his authorized representative, as conforming to the provisions and requirements of this contract.
- Advanced payments and partial payments for stored materials will not be authorized. Payments will be made as identified within the Request for Proposal.
- In the event sufficient budgeted funds are not available for a new fiscal period, the Authority shall notify the awarded company(s) of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the Authority.
- The Southeastern Oakland County Water Authority reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the Authority. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the contractor(s) to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Southeastern Oakland County Water Authority General Manager or comparable representative of a member community.

- Proposers are advised that the RFP is considered to be under evaluation until Contract award. Authority staff or its representatives are restricted from giving any information relative to the proposals and the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposal information will be available upon award of the contract.
- In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party. The Authority shall be entitled to terminate without further cost or liability. The Authority may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.
- The proposer accepts full responsibility to ensure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the Southeastern Oakland County Water Authority, the version maintained by the Southeastern Oakland County Water Authority shall govern.
- Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the Authority or any of its member communities and shall not submit a proposal.

SECTION 5– SELECTION CRITERIA

The Southeastern Oakland County Water Authority intends to utilize a modified Qualification Based Selection (QBS) approach to award the Contract(s). All complete and responsive proposals from proposers that are considered responsible in accordance with the contracting requirements will be evaluated and ranked. The Authority reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more contractors. The contractor selected will be chosen based on the apparent greatest benefit to the Authority and member communities, including but not limited to:

1. Experience and Qualifications (25%) - The proposing firm must have personnel who have experience with the administration, preparation, and installation of the requested work. Provide information on the specific work experience of ONLY the team personnel who will be assigned to this project. Include information regarding who the Authority and member communities will utilize on a local basis to support the communities after installation to maintain the one (1) year warranty. Provide a list of comparable projects (minimum of 3) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project. Please include municipal/government contracts only.

2. References (25%) – Please provide a list of municipal references (minimum 3). Include name, address, phone number, contact person and briefly describe scope of services performed. Include public sector clients only.

3. Cost Proposal (25%) – The unit prices in the Cost Worksheet will be evaluated based on the appropriateness of the proposal. The prices must be well-balanced and reasonable. No items should be over-weighted.

4. Proposed Method and Rate for Service Line Replacement (15%) – Provide a written procedure of the preferred method of approach or work plan to meet the Authority's and member communities' needs for the scope of work specified. In addition, proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Proposers to provide an itemized list of specialized equipment, equipment available for use on the proposed contract and any equipment that would need to be rented for use on the project. Provide descriptions of various means and methods of service line replacement the Contractor can support. Acceptable service line replacement methods and the limitations and/or requirements of each have been detailed in the "Special Provision for Service Line Replacement".

5. Project Schedule (10%) – Submit a description of proposed scheduling for service line replacements, including current and projected workload, number of crews with the qualifications and availability to meet the project's needs, proposed methods for coordination, and projected number of service line replacements per week, month, or total that could be performed. Proposers to provide anticipated rate of service line replacement and how that rate would be accomplished.

The Authority has provided specifications and requirements, which will assist in the procurement of the highest quality services possible to meet the requirements and needs of the Authority and its member communities. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the Authority.

An Authority appointed selection committee consisting of two (2) members of the Authority, two (2) staff from the member communities and the project engineer will evaluate each of the submissions. Each member of the selection committee has a clear understanding of the project and Contract documents and a vested interest in the success of this Contract. Each committee member will complete an individual evaluation. The individual evaluation scores will then be averaged to become the consensus score for each submission.

The Southeastern Oakland County Water Authority may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

The Southeastern Oakland County Water Authority reserves the right to reject any and all proposals or to make an award based directly on the proposals. The Southeastern Oakland County Water Authority reserves the right to negotiate separately with any proposer, when such action is considered in its best interest. The Authority may elect to award a Contract to one, two or more proposers, or none at all, whatever is in the best interest of the member communities taking into consideration the ability to meet contractual obligations.

Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the Authority. The firm(s) selected for the award will be chosen based on the apparent greatest benefit to the Southeastern Oakland County Water Authority and its member communities.

The Southeastern Oakland County Water Authority reserves the right to interview any number of qualifying proposers as part of the evaluation process. The decision of which proposer to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which the Authority will base its selection decision.

The Southeastern Oakland County Water Authority reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints. The lowest price proposed may not have a direct bearing on the final selection.

The Authority is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, references, schedule or work plan may be overriding factors. The proposal evaluation criteria should be viewed as standards which measure how well a vendor's approach meets the desired requirements and needs of the Authority.

SECTION 6– VENDOR QUESTIONAIRE

Date:	
Firm Name:	
Address:	
City/State/Zip Code:	
Telephone Number:	
Fax Number:	
Contact Person:	
Contact Person Email:	

Firm Established:	
Years in Business:	

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

How many years has your company been utilizing the products and installation methods proposed for replacing water service lines? Please explain.

How many water service line replacements does your company complete in a typical year?

How many clients does your company currently serve with the type of services described? Explain the capacity of the services provided.

State what assistance is expected from the SOCWA staff (or its engineering consultant) and member community staff for the project.

Describe the number of sub-contractors that will be needed to assist in the completion of this project and their respective roles.

Describe a proposed work day dedicated to service line replacements.

Provide a summary of how communication will occur to keep key representatives updated on the progress and coordination for the project.

Provide a narrative of a scenario in which a member community has colletced 30 addresses for LSL replacement and your pre-qualified LSL crew is dedicated to other projects for the foreseeable future at the time of the request.

Describe your company's policy regarding errors or omissions in plans and specifications.

What are your billing procedures?

For a situation when a community uses the optional bid items for administrative work, please describe your experience and any past projects in which you were required to engage the public.

If requested to provide customer engagement describe the process you would use to complete the following tasks: • Contacting residents and distributing Initial Notification and Public Education documents • Collecting signed Access Agreements • Scheduling and completion of Initial Introductory Meeting Attendance and Work Plan • Scheduling of Service Line Replacement work with tenant/property owner • Conducting the building/premise plumbing flush in the presence of the tenant/property owner

Describe your methods of preparation and excavation for service line material verification at the curb stop that will provide efficiencies and minimize disruption.

Describe your practices and procedures to minimize claims as a result of your service line replacement work.

Have you been involved in any litigation during the past five years? If so, provide an explanation.

How many employees does your company employ?

Full-time employees:_____ Part-time employees:_____

SECTION 7 – REQUIRED FORMS

1) Proposal Form (Section 00300 of Project Manual)
    a. Must be filled out on forms provided
2) Iran-Linked Business Vendor Certification (Section 00704 of Project Manual)
3) Signed acknowledgement of any Addendum Forms provided and acknowledgement of addenda in Section 00300 of the Project Manual (Page 2)

In addition to the Required Forms listed above, the following is required to be submitted with the Proposal:

- Bid Bond
- Cost Worksheet in Section 00300 of Project Manual
- List of Comparable Projects as referenced in Section 5
- List of References as referenced in Section 5
- Vendor Questionnaire as referenced in Section 6

SECTION 8 – ATTACHMENTS

ATTACHMENT A – PROJECT MANUAL

SECTION 8 – ATTACHMENTS

ATTACHMENT B – EXAMPLE ACCESS AGREEMENT

WATER SERVICE REPLACEMENT AND ACCESS AGREEMENT

This Agreement, made this ___ day of _____, 20__ between _____ (the "City/Village") and the undersigned owners of property located at _____ (the "Owner"), and states the following:

General Purpose. The existing private water service line between the curb stop valve located at the property line and the water meter will be disconnected and replaced with a new private water service line within the same limits and in a similar location. The work under this Agreement includes all labor, all equipment and materials as necessary.

Contractor. This Agreement anticipates that a Contract will be awarded to a qualified contractor, experienced in performing water service line replacements to complete the services herein as defined in this Agreement. ("Contractor").

Consideration. The City/Village and the Owner each agrees that the mutual promises made by the other party and the benefits to be derived from their execution of this Agreement are full, sufficient and acknowledged consideration for entering into this Agreement.

The City/Village Will Do The Following:

1. Conduct an introductory meeting with the Owner and perform a pre-inspection of the water service line where it enters the premises and connects to the meter (to confirm the service line material). At the same time an evaluation of the meter setting will be completed to determine if the meter should be replaced. If necessary, either or both of these items will be corrected/replaced at no cost to the Owner.

2. Have a new copper or plastic private water service line, constructed at City/Village expense, from the existing curb stop at the property line to the water meter within the premises. The existing private water service line, if not removed as part of the replacement, will be disconnected and plugged at the penetration into the premises.

3. Restore the Owner's property disturbed by construction, including sidewalk, grassed areas and any other landscape damaged by construction and any interior portions of the structure disturbed by the work. Restoration will not include interior finished work (i.e. woodwork, tiling, carpeting, painting, etc.) or premise plumbing work (including replacement of fixtures).

4. Require the Contractor doing the work to provide and maintain adequate insurance to protect the Owner against any loss that may result from damage caused by negligent construction operations on the Owner's property and to require the Contractor to provide the City/Village with proof of such coverage.

5. Guarantee to the Owner that any work done shall be free from defects in material and workmanship for a period of one (1) year from the completion of the work (Guarantee Period").

The Owner Will Do The Following:

1. Confirm that the Owner(s) is the only owner(s) of the above referenced property.

2. Permit temporary access and right of entry to and upon the above-referenced property to the City/Village, the City/Village's Project Representative (Engineer) and the Contractor to conduct an introductory meeting and pre-inspection as described above, to enable construction of and flushing of the new private water service line and to enable any needed adjustments, maintenance, or repairs during the guarantee period.

3. Provide clear and unobstructed access to the area where the water service line enters the premises. This may include the removal of drywall, paneling, fixtures, and carpeting that obstruct or hide the area where the service line enters the premises.

4. Assume full responsibility for the maintenance, repair, and the replacement of the private part of the water service line, located on the above-referenced property, after expiration of the guarantee period. After the end of the guarantee period the responsibility of each party (City/Village and the Owner) shall be limited to that as shown on the attached diagram.

5. Provide necessary watering and care to the turf grass restoration and landscaping installed, if necessary..

6. Hold the City/Village, Engineer, and the Contractor(s) harmless and free from any claim, suit, demand or liability for any damage incurred in performance of the water service line replacement work at the Owner's property as defined herein.

Signed by the Owner(s) this ____ day of _____, 20__.

_____
Owner(s) Signatures

_____
Owner(s) Printed Names

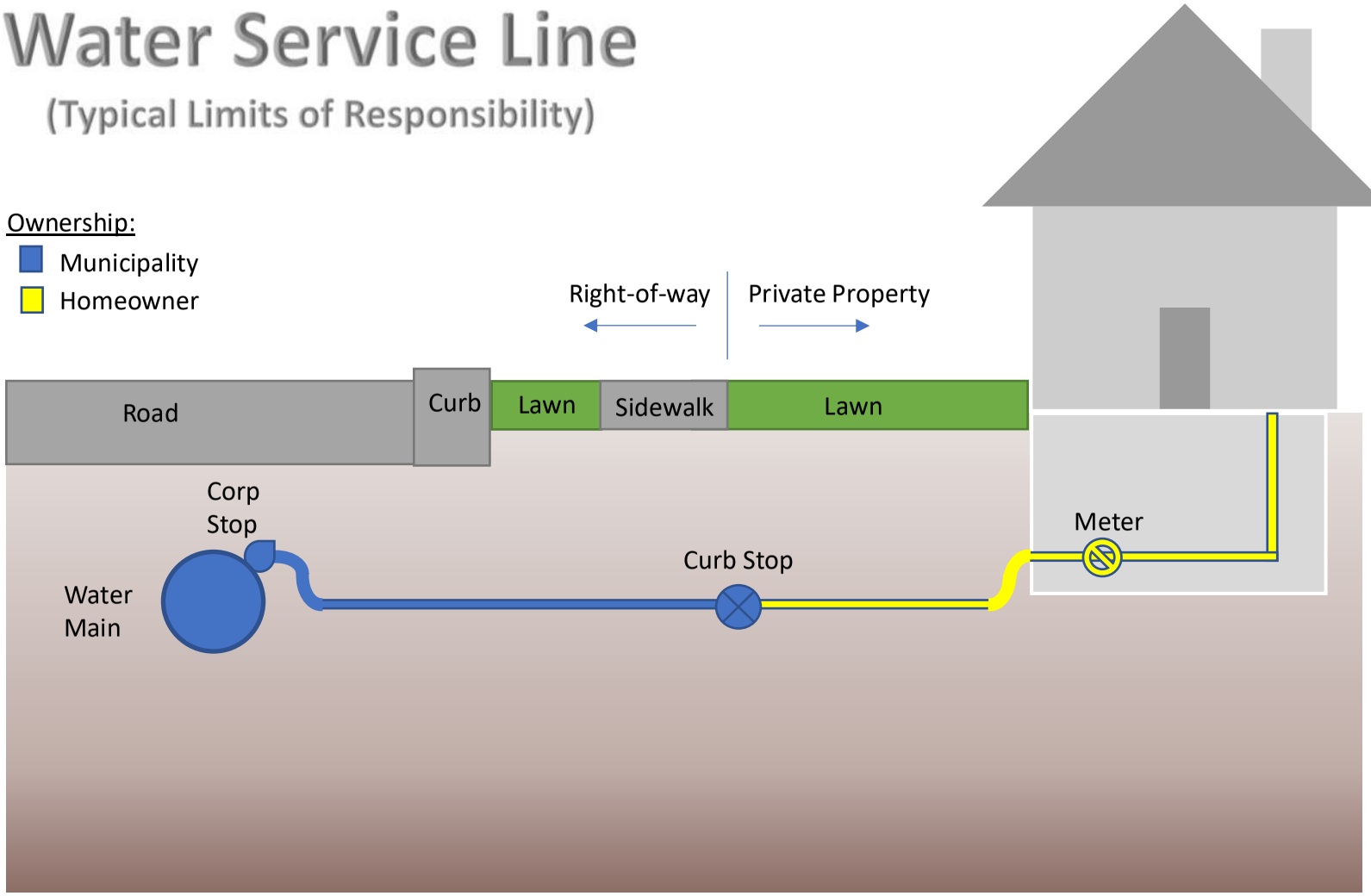
Signed by the City/Village this _____ day of _____, 20__.

By: _____

Its: _____

Water Service Line

(Typical Limits of Responsibility)



SECTION 8 – ATTACHMENTS

ATTACHMENT C – EXAMPLE SERVICE LINE REPLACEMENT WORK PLAN

Service Line Replacement Work Plan

(insert logo here)

Date: _____

Address: _____
(Street)

_____
(City) (Zip Code)

☐ **Owner/Tenant Prefers to be Present During Replacement**

☐ Very Available ☐ Somewhat Available ☐ Only Available by Appointment

☐ **No Preference on Being Present During Replacement**

_____
(print name)

_____
(sign name)

Contact Number : _____

EXISTING CONDITIONS SURVEY

EXISITING SERVICE LINE ENTRY POINT_____

☐ Wall:
- ☐ Block ☐ Poured

☐ Floor:
- ☐ Concrete ☐ Tile/ Carpet

EXISITING SERVICE LINE MATERIAL_____

☐ Lead
☐ Galvanized
☐ Copper
☐ Other: _____

EXISTING PREMISE PLUMBING_____

☐ Copper ☐ Galvanized
☐ Plastic ☐ Other: _____

METER CONFIGURATION_____

☐ Vertical Type: _____
☐ Horizontal

☐ Review Plumbing and faucet operation with Tenant/Property Owner
☐ Take photos of proposed work area (Interior & Exterior)

Does the Contractor have clear access to the service line penetration? YES or NO

If **NO**, what needs to be moved/relocation: _____

Did you inform the homeowner of their responsibility to provide clear access? YES or NO

Did you observe any existing condition issues during walk-through? YES or NO

If **YES**, explain: _____

WORK PLAN

PROPOSED REPLACEMENT_METHOD_____

☐ Drilling ☐ Open Cut
☐ Pulling ☐ Other: _____

PROPOSED SERVICE LINE ENTRY POINT_____

☐ Floor ☐ Wall

Proposed Demo Footprint: _____

PROPOSED SCHEDULE

Anticipated Work Duration: _____

Anticipated # of Workers: _____

EXISITING SERVICE LINE POST-REPLACEMENT:__

☐ Removed ☐ Abandoned

If Abandoned, How? _____

SECTION 8 – ATTACHMENTS

ATTACHMENT D – MEMBER COMMUNITY WATER SERVICE LINE MATERIALS LIST

WATER SERVICE LINE MATERIALS GUIDANCE DOCUMENT

	Item	Description	Manufacturer / Part Number
Berkley	Curb Stop	Compression fitting for copper or CTS O.D. tubing inlet & outlet, ball valve w/ Minneapolis thread	A.Y. McDonald 76104QA-NL
	Corporation Stop	AWWA/CC Taper Thread inlet by compression fitting for copper or CTS O.D. tubing, plug style	A.Y. McDonald 74701QA-NL
	Curb Box	Minneapolis Pattern	A.Y. McDonald 5615 TW or WB
	Service Line Pipe	HDPE SDR 9 4710 CTS Potable Pipe, Blue ≥1" where approved for use or Type K copper ≥1"	ADS (HDPE)
	Service Line Fittings	CTS Fittings (Lead-Mac Pak Fittings)	A.Y. Mc Donald QA Series
	Tracing Wire	Refer to MRWA Specification for requirements	Copperhead SoloShot or approved equal
	Repair Clamp	Full circumferential stainless steel	JCM 100 Series
	Service Saddle - Iron Pipe	Brass saddle w/ 2 silicon bronze straps req'd for 1-1/2" or larger taps	Ford Meter Box 202B
	Service Saddle - Asbestos Cement	Brass saddle w/ 2 silicon bronze straps req'd for any size tap	Ford Meter Box 202B
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406
Beverly Hills	Curb Stop	Quick/pack joint for copper or CTS O.D. tubing inlet & outlet	Ford Meter Box Z44-XXX-Q-NL ≤ 1"; B44-XXX-Q-NL > 1"
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Ford Meter Box FB600-X-Q-NL
	Curb Box	Stainless Rod, lid with 2-Hole Erie Pattern	Mueller H-10385; Ford Meter Box EA1
	Service Line Pipe	≥1" Type K Copper; HDPE SDR 9 only upon site specific approval	N/A
	Service Line Fittings	Quik Joint, No Lead, CTS O.D. compression fittings	Ford Meter Box
	Tracing Wire	Only req'd for HDPE services, strenth based on installation method	Copperhead SoloShot or approved equal
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Brass saddle w/ 2 silicon bronze straps req'd for 1-1/2" or larger taps	Ford Meter Box 202B
	Service Saddle - Asbestos Cement	Brass saddle w/ 2 silicon bronze straps req'd for any size tap	Ford Meter Box 202B
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406
Bingham Farms	Curb Stop	Quick/pack joint for copper or CTS O.D. tubing inlet & outlet	Ford Meter Box Z44-XXX-Q-NL ≤ 1"; B44-XXX-Q-NL > 1"
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Ford Meter Box FB600-X-Q-NL
	Curb Box	Stainless Rod, lid with 2-Hole Erie Pattern	Mueller H-10385; Ford Meter Box EA1
	Service Line Pipe	≥1" Type K Copper; HDPE SDR 9 only upon site specific approval	N/A
	Service Line Fittings	Quik Joint, No Lead, CTS O.D. compression fittings	Ford Meter Box
	Tracing Wire	Only req'd for HDPE services, strenth based on installation method	Copperhead SoloShot or approved equal
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Brass saddle w/ 2 silicon bronze straps req'd for 1-1/2" or larger taps	Ford Meter Box 202B
	Service Saddle - Asbestos Cement	Brass saddle w/ 2 silicon bronze straps req'd for any size tap	Ford Meter Box 202B
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406
Birmingham	Curb Stop	Ball valve style w/ flared copper inlet and outlet	AY McDonald #76100-NL
	Corporation Stop	Plug style w/ AWWA/CC Taper Thread inlet by flared copper outlet	AY McDonald 74701
	Curb Box	Two-piece adjustable, screw-type cast iron service box	Tyler/Union 6500 Series #95E
	Service Line Pipe	Type K Copper (min 1" service req'd)	N/A
	Service Line Fittings	Flared copper	AY McDonald
	Tracing Wire	N/A	N/A
	Repair Clamp	Full circumferential stainless steel	JCM #101 ≤ 12"; JCM #102 > 12"
	Service Saddle - Iron Pipe	Double bronze strap saddle	AY McDonald 3825
	Service Saddle - Asbestos Cement	N/A	N/A
	Service Saddle - HDPE/PVC	N/A	N/A
Clawson	Curb Stop	Ball valve style w/ flared copper inlet and outlet	AY McDonald 76100-NL
	Corporation Stop	Plug style w/ AWWA/CC Taper Thread inlet by flared copper outlet	AY McDonald 74701
	Curb Box	Two-piece arch pattern w/ stainless Rod, lid with 2-Hole Erie Pattern	AY McDonald 5601
	Service Line Pipe	Type K Copper	N/A
	Service Line Fittings	Flared copper	AY McDonald
	Tracing Wire	N/A	N/A
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Double bronze strap saddle	AY McDonald 3825
	Service Saddle - Asbestos Cement	N/A	N/A
	Service Saddle - HDPE/PVC	N/A	N/A

WATER SERVICE LINE MATERIALS GUIDANCE DOCUMENT

	Item	Description	Manufacturer / Part Number
Ferndale	Curb Stop	Flared Copper inlet and outlet w/Minneapolis thread	Mueller H15154
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Mueller H-15000
	Curb Box	Two-piece extension type cast iron w/ Minneapolis pattern	Mueller H-10300
	Service Line Pipe	Type K Copper	N/A
	Service Line Fittings	Flared copper	Mueller
	Tracing Wire	N/A	N/A
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Brass body w/ double strap silicon bronze straps	Mueller BR2B
	Service Saddle - Asbestos Cement	N/A	N/A
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406
Lathrup Village	Curb Stop	Flared Copper inlet and outlet w/Minneapolis thread	Mueller H15154
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Mueller H-15000
	Curb Box	Two-piece cast iron extension type w/ Minneapolis pattern, lid and plug w/ ended box length of 5'-6"	Mueller H-10300
	Service Line Pipe	≥1" Type K Copper	N/A
	Service Line Fittings	Flared Copper	Mueller
	Tracing Wire	N/A	N/A
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Brass body w/ double strap silicon bronze straps	Mueller BR2B
	Service Saddle - Asbestos Cement	N/A	N/A
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406
Pleasant Ridge	Curb Stop	Flared copper or Pack Joint for CTS O.D. tubing inlet & outlet	Mueller H-15204 or H-25209
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Mueller H-15000
	Curb Box	Two-piece cast iron w. arch base and telescoping upper w/ S.S. Rod	AY McDonald 5602 or 5603; Mueller H-10334 or H-10310
	Service Line Pipe	≥1" Type K Copper	N/A
	Service Line Fittings	refer to City of Royal Oak specifications	Mueller
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Tracing Wire	12 AWG copper clad steel core wire, solid w/ blue 45 mil HDPE insulation	N/A
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Bronze saddles w/ double 304L S.S. straps (for C.I. ≥ 1" and D.I. ≥ 2")	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - Asbestos Cement	Bronze saddles w/ double 304L S.S. straps (req's for all taps)	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - HDPE/PVC	N/A	N/A
Royal Oak	Curb Stop	Flared copper or Pack Joint for CTS O.D. tubing inlet & outlet	Mueller H-15204 or H-25209
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	Mueller H-15000
	Curb Box	Two-piece cast iron w. arch base and telescoping upper w/ S.S. Rod	AY McDonald 5602 or 5603; Mueller H-10334 or H-10310
	Service Line Pipe	≥1" Type K Copper	N/A
	Service Line Fittings	refer to City specifications	Mueller
	Tracing Wire	12 AWG copper clad steel core wire, solid w/ blue 45 mil HDPE insulation	N/A
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Bronze saddles w/ double 304L S.S. straps (for C.I. ≥ 1" and D.I. ≥ 2")	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - Asbestos Cement	Bronze saddles w/ double 304L S.S. straps (req's for all taps)	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - HDPE/PVC	N/A	N/A
Southfield	Curb Stop	Flared Copper inlet and outlet w/Minneapolis thread	
	Corporation Stop	AWWA/CC Taper Thread inlet by flared copper outlet	
	Curb Box	Minneapolis Pattern	A.Y. McDonald 5615 TW or WB
	Service Line Pipe	≥1" Type K Copper; HDPE SDR 9 only if site conditions dictate	N/A
	Service Line Fittings	Flared copper	
	Tracing Wire	Only req'd for HDPE services, strenth based on installation method	Copperhead SoloShot or approved equal
	Repair Clamp	Full circumferential stainless steel	Ford FS1
	Service Saddle - Iron Pipe	Bronze saddles w/ double 304L S.S. straps (for C.I. ≥ 1" and D.I. ≥ 2")	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - Asbestos Cement	Bronze saddles w/ double 304L S.S. straps (req's for all taps)	Mueller BR2S or BR2W (upon City approval)
	Service Saddle - HDPE/PVC	Epoxy coated ductile body with 2 wide S.S. straps req'd for any size tap	JCM 406

SPECIFICATIONS

FOR

WATER SERVICE LINE REPLACEMENT PROGRAM

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
OAKLAND COUNTY, MIICHIGAN

APRIL 2020

HRC JOB NO. 20191046

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive • P.O. Box 824
Bloomfield Hills, Michigan 48303-0824

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

ADDENDUM NO. 1
TO THE
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
REQUEST FOR PROPOSAL

ISSUED: April 20, 2020 HRC Job No. 20191046

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this addendum with their proposals, and completing the Addenda section on Page 2 of the Proposal Form (Section 00300).** Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

THE DEADLINE FOR QUESTIONS HAS BEEN EXTENDED TILL TUESDAY, APRIL 28, 2020 BY 4:00PM.

- The meeting summary for the Project Information Meeting held on Wednesday, April 15, 2020 is attached.

Received and Acknowledged By:

Company: D'ANGELO BROTHERS INC.

Signature: _____

Printed Name: VINCENT D'ANGELO

Title: PRINCIPAL

Date: 5-5-2020

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

ADDENDUM NO. 2
TO THE
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
REQUEST FOR PROPOSAL

ISSUED: April 30, 2020

HRC Job No. 20191046

This Addendum is issued prior to receipt of proposals to provide for certain changes and clarifications to the Specifications and/or the Drawings, as herein specified, and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the Proposal. All other conditions remain the same. **The Proposer shall acknowledge the receipt of this Addendum by signing below, including this addendum with their proposals, and completing the Addenda section on Page 2 of the Proposal Form (Section 00300)**. Failure to sign the Addenda Section of the Proposal Form in the submission of the proposal may be justification for the proposal being rejected as non-responsive.

PROPOSAL SUBMISSION UPDATES

The deadline for the submission of the proposals remains as stated in the Procurement Documents. A physical proposal drop off area (Drop Box) will located at the front entrance to the SOCWA offices at the following address:

3910 W. Webster Road
Royal Oak, MI 48073

Please ring the buzzer to acknowledge your presence and that a proposal is being dropped off. **You will not be allowed inside the facility.** If you wish to have a confirmation of receipt please leave your contact number on the exterior of the envelope and we will call you upon collection of your proposal. Should the weather be inclement on the day of the submission deadline, SOCWA will have staff posted at the entrance to accept the hand delivery of your proposal.

SOCWA offices are accepting daily mail and deliveries, however, these services have been inconsistent lately due to the ongoing pandemic. SOCWA will not accept proposals that miss the deadline and will not make exceptions for late submissions caused by delivery service delays.

The following lists the extent of this Addendum:

Proposer Questions

Q: When the water main is in the road as compared to when the water main is not in the road how does the excavation in the road and sand backfill get handled?

A: There are pay items for "Pavt, Rem, Concrete Roadway, Special", "HMA Surface, Rem, Special" and "Driveway and Sidewalk, Rem" that will separately compensate for removal of roadways, curb and gutter and/or driveway./sidewalk in order to perform the Work. Refer to Section 01220 for further description of what is included with these pay items. In accordance with the Special Provision for Water Service Line Replacement, "Areas within the Owner's right-of-way are to be backfilled and compacted with Class II sand", Page 6 of 9.

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Howell
105 W. Grand River
Howell, MI 48843
517-552-9199

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

Q: Can you clarify backfilling requirements? The compaction methods of... "No heavy equipment or vibratory compaction methods allowed until 48" cover"; how do you compact in lifts of 6" or 12" if you can't use the standard compaction mean? Does the compaction/density testing have to be nuclear and/or certified by an approved testing facility?

A: Compaction to 95% of maximum unit weight of the backfill material is required over the pipelines and services installed or exposed. The intent of the Article that mentions "No heavy equipment or vibratory compaction methods allowed until 48" of cover is provided" is referring to heavy road building equipment and vibratory rollers not a plate compactor or hoepack. Compaction testing is at the discretion of and will be paid for by the Owner. Contractor is responsible for coordinating testing efforts.

Q: The RFP mentions "unauthorized excavations". Do we know what will be considered "unauthorized"...? The excavation will have to be made to the size needed for proper safety measures. A size limit would help.

A: Anything beyond what is needed to safely complete the work would be considered unauthorized. The Owner cannot suggest size limitations as they are not responsible for site safety.

Q: •Permits and requirements, it seems that most will be covered and allowance for them. However, most of these communities require Restoration Bonds/Deposits. Will a restoration bond/deposit be required? Based on work in these areas in the past there were required bonds/deposits of between $500.00 - $10,000.00 per site

A: Restoration bonds/deposits will be required on a per member community basis. Costs to obtain the bond or provide the deposit would be eligible to be reimbursed under the "Permit Allowance" pay item with the proper documentation.

Q: Do the member communities have any verifications completed at this time so replacements can begin immediately or does the verification piece of the RFP need to be started first in order to collect a list of needed service line replacements? Are there any SLRs ready to be replaced Day 1?

A: Yes, member communities have informational verifications completed, however, not many have access agreements already in hand. While the verification piece does not need to be started in order to collect a list of needed service line replacements, it may be instituted first because of the non-intrusive nature of some of the Work. I don't believe there are any SLRs that will be ready to be replaced Day 1 and that has to do with a combination of the access agreement collection as previously noted and the potential apprehensiveness of tenants/property owners letting contractors into their homes.

Q: In the pre bid conference meeting you referred to 400-600 addresses to be done:

- Is this estimate for all member communities together or for EACH member community?
- Are the 400-600 SLR's only or both SLR's and SLV's?
- Is it the intent of the member community to perform verifications at ALL homes in the community?

A: The estimate of 400-600 is a yearly estimate for all the member communities together and is just SLRs, it does not include service line material verifications. The number of verifications that will be scheduled will be dependent on the guidance the communities receive from EGLE on what constitutes a "verified" service line to fulfill their requirements of the Final Distribution System Materials Inventory that is due by January 1, 2025.

Q: Would the member communities provide water for hydrovac equipment as well as for the 6 weeks of watering for restorations (using a hydrant to fill these trucks is typically how we obtain water? Will there be a cost to obtain water from the member community?

A: Each member community may be different but I believe all have hydrant permitting in place for the use of hydrants with proper backflow prevention. Billing the contractor for water will be at the Owner's discretion, however, contractors will be able to utilize SOCWA owned hydrant connections at the Webster Pumping Station for filling trucks used for this project.

Q: Will the member community provide a lay down area to store material and equipment?

A: Member communities will work with the contractors to locate a lay down area to store material and equipment but the member communities are in no way obligated to provide a lay down area. The contractor will be required to maintain any laydown area during the length of the Contract and restore ant lay down area to existing conditions when the contractor is finished at no additional cost to the Contract.

Q: Will the member community provide an area to dump slurry from the hydrovac excavations?

A: Member communities will work with the contractors to locate an area to dump slurry but the member community is in no way obligated to provide a location to dump slurry. The contractor will be required to maintain and contain any area in which slurry is stored during the length of the Contract, remove all collected slurry and materials from site and restore the area to existing conditions when the contractor is finished at no additional cost to the Contract.

Q: On the line item page that refers to concrete & asphalt, they show HMA minimum of 25 Ton and Concrete minimum at 10 CY. How will these units' restoration units be billed? Typically we measure a square footage and bill to that specific address where Asphalt, Concrete and Sod/Soil/hydroseed are placed.

A: The intent of the pavement restoration and turf restoration was to group them as best as possible. The RFP specifies that restoration must be completed within 14 days of disruption. The intent was that every two weeks the pavement restoration contractor would come through and pour any concrete roadway patches, driveways and sidewalks all at once. Same would go for the turf restoration, every two weeks the site restoration contractor would mobilize to the job and do all their work at once.

Q: How soon after the SLR/V work are restorations for that addresses required to be completed?

A: As stated above, within 14 days

Q: Is this all residential or are commercial/businesses included in this program

A: This program is not limited to residential properties.

Q: In our experience we have found using the methods to replace a service line, it is not only less disruption to the home, but also more efficient to core thru the foundation wall, in lieu of the floor, then using water stop foam insulation in the foundation then seal with the required cement to bring in a new service line. Is it acceptable to core thru the foundation wall to bring in a new service line?

A: In our experience, coring through a foundation wall increases the potential for leakage. In addition, according to local interpretations of the plumbing code, new penetrations through foundation walls should be waterproofed on the exterior. However, the ultimate decision is to be made by the member community as to what they will allow or not allow. There is no guarantee that any member community will allow anything other than what is specified at the end of the Special Provision for Water Service Line Replacement as an "Approved Service Line Installation Method"

Received and Acknowledged By:

Company: D'Angelo Brothers

Signature: [signature]

Printed Name: Vincent D'Angelo

Title: Principal

Date: 5-5-2020

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SECTION 00120

INSTRUCTIONS TO PROPOSERS

SCOPE OF WORK

The work under this Contract shall consist of the furnishing of all labor, material, equipment, services, and all incidental items necessary to complete the project in accordance with the Contract Documents.

OBSERVATION OF SITE

Before submitting a Proposal, each proposer shall investigate the potential sites of the proposed work and to arrive at a clear understanding of the conditions under which the work is to be done.

The Proposer shall be held to have compared the Procurement Documents with the proposed scope of work and to have satisfied themselves as to the potential conditions of the premises, existing constructions, and any other conditions that may affect the carrying out of the work, before delivery of his Proposal.

No allowance or extra consideration on behalf of the Proposer will subsequently be allowed by reason of error or oversight on the part of the Proposer or on account of interferences by the Owner's or by other Proposer's activities.

SOIL CONDITIONS

The Contractor, as such and as proposer, shall make their own determination as to soil and/or rock conditions and shall complete the work in whatever material and under whatever conditions may be encountered or created, without extra cost to the Owner. This shall apply whether or not borings are provided in the Procurement Documents.

All proposers conducting soil tests shall restore the area of their testing to original condition as closely as possible.

The Owner does not guarantee that the ground encountered during construction will conform with any boring information furnished herein.

The Owner and Hubbell, Roth & Clark, Inc. may have been involved in the design, observation, and/or construction of other underground projects in the area of the proposed construction. The observation reports, soil reports, and any soil information connected with these projects are available for construction observation and review by the prospective proposers.

REQUEST FOR PROPOSAL

The published Request for Proposal for the proposed work contains information necessary for proposers. A copy of the Request for Proposal shall be considered a part of the Instructions to Proposers as fully as if repeated herein.

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PROPOSALS

Proposals will be received in accordance with the Request for Proposal, and shall be submitted only on forms provided by the Engineer.

Proposals shall be enclosed in sealed envelopes marked with the name of the project and proposer and shall be delivered to the designated location on or before the submittal time as specified in the Request for Proposal.

Proposals shall be made in full conformity with all the conditions set forth in the Procurement Documents. Proposals are firm and cannot be withdrawn for a period of 120 days after opening of the proposals, unless otherwise specified in the Request for Proposal.

NAME AND STATUS OF PROPOSER

The name and legal status of the proposer, either as a corporation, partnership, or individual, shall be stated in the Proposal.

Anyone signing a Proposal as an agent of another or others, must submit with the Proposal, legal evidence of his authority to do so.

The place of residence of each proposer, or the office address and telephone number in the case of a firm or company, with County and State, must be given after his signature.

PROPOSER'S QUALIFICATIONS

It is the intention of the Owner to award this Contract to a Proposer fully capable, both financially and with regard to experience to perform and complete the work in a satisfactory manner. If required by the Owner, each proposer under consideration may be required to furnish the Owner, within 48 hours at the Owner's request, the following information sworn to under oath by him:

1. Performance record.

2. The address and description of the proposer's plant and place of business.

3. Itemized list of equipment available for use on the project.

4. A description of any similar project which the proposer has constructed in a satisfactory manner.

5. A certified or authenticated financial statement dated within sixty days prior to the opening of the proposals. The Owner may require that any items of such statements be further verified.

6. A list of contracts on which the proposer is currently engaged.

7. Such additional information as will satisfy the Owner that the proposer is adequately prepared, in technical experience and otherwise, to fulfill the Contract.

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PROPOSAL DEPOSIT

Each Proposal must be accompanied by a deposit in the form described in the Request for Proposal as a guarantee on the part of the proposer that they will, if called upon to do so, enter into contract in the attached form, to do the work covered by such proposal and at the price stated therein and to furnish acceptable surety for its faithful and entire fulfillment. Such certified check or bid bond shall be made out to the Owner and shall be subject to the conditions specified in the Proposal.

The deposits on all the proposals not awarded a Contract will be returned within 48 hours after the Contract is awarded to the successful proposal(s) and the signed agreement(s) have been delivered and the required bonds have been finally approved by the Owner, or after rejection of all proposals.

Surety companies providing and executing Bid Bonds shall appear on the United States Treasury Department's most current list (Circular 570) as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed a company's underwriting limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and in the State where the Contract work is to be performed.

Failure to provide a bid bond from a qualified company shall be a basis for rejection of a proposal as non-responsive and non-responsible.

EXPLANATION TO PROPOSERS BY ADDENDUMS

Neither the Owner nor the Engineer will give verbal answers to inquiries, regarding the meaning of the Procurement Documents, or give verbal instructions, previous to the award of the Contract. Any verbal statements regarding same by any persons, previous to the award, shall be unauthoritative.

Explanations desired by proposers shall be requested of the Engineer in writing and, if explanations are necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each proposer whose work is affected.

Addendums issued to proposers prior to date of receipt of proposals shall become a part of the Procurement Documents, and all proposals shall include the work described in the addendums.

No inquiry received within 4 days of the date fixed for the opening of the proposals will be given consideration.

Failure of the Engineer to send, or of the proposer to receive, any such interpretations shall not relieve the proposer from obligation under the proposal as submitted.

RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive any defects or irregularity in the Proposal if it appears advantageous to the Owner to do so.

Each proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

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TIME OF COMPLETION

The Owner, member communities and the individual citizens of the municipalities affected by this project are vitally concerned with the prompt completion of the construction together with the cleanup and restoration of roads and lawns within the time allowed in the Proposal.

The Proposer shall use sufficient labor and equipment to complete and place in service all of the work being constructed within this Contract within the time specified in the Proposal. The surface cleanup shall follow closely behind construction with earth spoil removed from lawns and roads and any trenches neatly finished by the end of each work day. Failure of the Proposer to comply with this type of workmanlike job will result in the suspension of construction operations until the cleanup is affected.

If the Proposer shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by Acts of Providence, or by strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by reason of alterations ordered by the Owner, the Proposer shall have no valid claim for damages on account of any cause or delay; but he shall in such case be entitled to such an extension of the above time limit herein, as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Proposer within a week after the date upon which such alleged cause or delay shall have occurred.

FAIR EMPLOYMENT PRACTICES

Section 4 of the Fair Employment Practices Act PA 1955, No. 251, provides:

Section 4. Every Contract to which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Proposer and his subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of said 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 race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

Section 4A of the Act provides:

Section 4A. Every contract which the State or any of its political or civil subdivisions is a party shall contain a provision requiring the Proposer and his subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such 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 age or sex, except where based on a bona fide occupational qualification.

END OF SECTION

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PROPOSAL
FOR
WATER SERVICE LINE REPLACEMENT PROGRAM
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
OAKLAND COUNTY, MICHIGAN

Southeastern Oakland County Water Authority (OWNER)
3910 W. Webster Road
Royal Oak, MI 48073

Proposals Due: Tuesday, May 5, 2020
On or Before 10:00 am, Local Time
HRC Job No. 20191046

To Prospective Proposers:

Name of Proposer: D'Angelo Brothers, Inc.

Address: P.O. Box 531330, Livonia, MI 48155

Date: 5/5/2020 Telephone: (248) 515-1942 Fax: _____

The above, as Proposer, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Specifications and all other information referenced in the Instructions to Proposers have been examined. Further, the Proposer is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Proposer acknowledges that no representations or warranties of any nature whatsoever have been received or are relied upon from the Southeastern Oakland County Water Authority (SOCWA) its agents or employees, as to any conditions to be encountered in accomplishing the work and that the proposal is based solely upon the Proposer's own independent judgment.

The above, as Proposer, hereby certifies that the Specifications and other data provided by the Owner for proposal purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions, which can be anticipated from the information provided for proposing.

The Proposer hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices in the Cost Worksheet shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to proposal submission. In addition, the Contractor, as such and as Proposer, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Proposer's sequence of construction, construction methods, or other conditions the Contractor/Proposer may create, at no additional cost to the Owner.

The above, as Proposer, confirms knowledge of the location of the proposed Water Service Line Replacement Program and appurtenant construction for SOCWA in the member communities in the State of Michigan including; the City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield and Southfield Township with the addition of the City of Ferndale, and the conditions under which it must be

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constructed. In addition, the Proposer agrees to perform Work in any and all of the abovementioned member communities without prejudice.

The Proposer also declares to have carefully examined the Specifications, Request for Proposal documents and other Contract Documents which the Proposer understands and accepts as sufficient for the purpose of said As-Needed Service Line Replacement Program, and appurtenant work, and agrees to contract with the Southeastern Oakland County Water Authority to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Southeastern Oakland County Water Authority, in strict accordance with the Owner's General Conditions, and with the full intent of the Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

PROPOSAL

(REFER TO THE COST WORKSHEET AT THE END OF THIS SECTION FOR THE PROPOSAL FORM)

Each proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the proposer and Surety Company, payable to the Southeastern Oakland County Water Authority in the amount of Five Percent (5%) of the amount of the anticipated Contract amount of $500,000. See Instructions to Proposers – Proposal Deposit for more information.

TAXES

The Proposer affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Proposer acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. 1 Dated 4/20/2020

Addendum No. 2 Dated 4/30/2020

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Proposer's own forces and/or for additional work, upon Owner's written authorization, by Proposer's subcontractors.

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TIME OF COMPLETION

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within fifteen (15) days after acceptance of this Proposal.

If selected as a contractor for the SOCWA Water Service Line Replacement Program, we agree to have all work substantially completed within the negotiated schedules developed as projects are scoped. Substantial Completion is defined that the facilities are ready to use for their intended purpose with all utility systems fully functional.

Final Completion with all clean up and punch-list items shall be complete within 14 days of substantial completion.

LIQUIDATED DAMAGES

Completion of the Work as scoped and provided to the selected contractors is critical for the Member Communities to meet State regulatory reporting requirements. As such, the Proposer guarantees that the work will be completed within the time limit developed and agreed to with the Member Community in which the contractor is working.

Inasmuch as the damage and loss to the Owner which will result from the failure of the Proposer to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Proposer shall be liquidated in the amount of Five Hundred Dollars ($500.00), for each and every calendar day by which the Proposer shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

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PROPOSALS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than one hundred and twenty (120) days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Southeastern Oakland County Water Authority.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: D'Angelo Brothers, Inc.

Signature: _____ Title: Principal

Address: P.O. Box 531330, Livonia, MI 48155

County: Wayne State: Michigan

Telephone No.: (248) 515-1942 Fax No.: _____

Email Address: vince@dangelobrothers.com

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) D'Angelo Brothers Inc.

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street P.O. Box 531330

City Livonia

State Michigan Zip Code 48155

The undersigned hereby declares the legal status checked below:

( ) INDIVIDUAL

( ) INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

( ) CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan

( ) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____

Michigan. The Corporation is

( ) LICENSED TO DO BUSINESS IN MICHIGAN

( ) NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of Michigan

NAME AND TITLE	HOME ADDRESS
Vincent D'Angelo	61151 Palomino Court
	South Lyon, MI 48178

Signed and Sealed this _____ day of _____, 2020.

By (Signature)

Vincent D'Angelo
Printed Name of Signer

Principal
Title

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BID BOND

We, the undersigned, _____

_____

As Principal, hereinafter called the Principal, and _____

_____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: Southeastern Oakland County Water Authority

in the sum of Five hundred thousand dollars Dollars ($500,000),

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 _____

_____

_____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the 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 OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20 _____

_____ _____

(Witness) (Principal) (Seal)

(Title)

_____

(Witness) (Surety)

_____

(Title)

END OF SECTION

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
D'Angelo Bros., Inc.
21213 Equestrian Trail
Northville, MI 48167

SURETY:
(Name, legal status and principal place of business)
Harco National Insurance Company
702 Oberlin Rd
Raleigh, NC 27605

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak , MI 48073
BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Water Service Line Replacement Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **5th** day of **May, 2020**

	D'Angelo Bros., Inc.
	(Principal) *(Seal)*
(Witness)	
	(Title)
	Harco National Insurance Company
	(Surety) *(Seal)*
(Witness)	
	(Title) **Susan L Small , Attorney-in-Fact**

Init.

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POWER OF ATTORNEY

Bond # _____

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **5/5/2020**

Irene Martins, Assistant Secretary

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SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
WATER SERVICE LINE REPLACEMENT PROGRAM - DIVISION I				
1	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,580.00	$2,580.00
2	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$25.00	$25.00
3	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,680.00	$2,680.00
4	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$25.00	$25.00
5	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,380.00	$2,380.00
6	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$23.00	$23.00
7	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,800.00	$2,800.00
8	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$28.00	$28.00
9	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$2,700.00	$2,700.00
10	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$26.00	$26.00
11	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$3,380.00	$3,380.00
12	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$34.00	$34.00
13	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	$3,200.00	$3,200.00
14	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	$31.00	$31.00
15	Private Water Service Line Connection to Premise/Building Plumbing	EA	$485.00	$485.00
16	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,800.00	$1,800.00
17	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,680.00	$2,680.00
18	3/4 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$25.00	$25.00
19	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,900.00	$1,900.00
20	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,700.00	$2,700.00
21	1 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$25.00	$25.00
22	1 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,780.00	$1,780.00
23	1 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,650.00	$2,650.00
24	1 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$23.00	$23.00
25	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$2,000.00	$2,000.00
26	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,500.00	$2,500.00
27	1-1/2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$28.00	$28.00
28	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	$1,580.00	$1,580.00
29	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,400.00	$2,400.00
30	1-1/2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$26.00	$26.00
31	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	$2,380.00	$2,380.00
32	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,780.00	$2,780.00

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Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
33	2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	$34.00	$34.00
34	2 inch HDPE Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	$2,200.00	$2,200.00
35	2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	$2,500.00	$2,500.00
36	2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	$31.00	$31.00
37	3/4 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$185.00	$185.00
38	1 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$200.00	$200.00
39	1-1/2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$285.00	$285.00
40	2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	$400.00	$400.00
41	6 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
42	6 inch x 1 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
43	6 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
44	6 inch x 2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
45	8 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
46	8 inch x 1 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
47	8 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
48	8 inch x 2 inch Brass Service Saddle (Material Only)	EA	$175.00	$175.00
49	12 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00
50	12 inch x 1 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00
51	12 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00
52	12 inch x 2 inch Brass Service Saddle (Material Only)	EA	$250.00	$250.00
53	16 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	$500.00	$500.00
54	16 inch x 1 inch Brass Service Saddle (Material Only)	EA	$500.00	$500.00
55	16 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	$550.00	$550.00
56	16 inch x 2 inch Brass Service Saddle (Material Only)	EA	$550.00	$550.00
57	Abandon & Plug Existing Corp	EA	$185.00	$185.00
58	Remove Existing Corp and Install Repair Sleeve	EA	$888.00	$888.00
59	Water Main Taps Greater than 7 feet to the Top of Pipe	VFT	$285.00	$285.00
60	Dig Through Frost (per tap) When Additional Equipment is Necessary.	EA	$250.00	$250.00
61	Plumbing Permit (ALLOWANCE)	EA	$100.00	$100.00
62	Miscellaneous Permits (ALLOWANCE)	EA	$500.00	$100.00
63	Bonds & Insurances (ALLOWANCE)	LSUM	$10,000.00	$10,000.00
64	Distribute and Collect Access Agreements	EA	$160.00	$160.00
65	Initial Introduction Meeting Attendance & Work Plan	EA	$160.00	$160.00
66	Scheduling Service Line Replacement Work with Business/Residence	EA	$160.00	$160.00
67	Building/Premise Plumbing Flush	EA	$225.00	$225.00

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Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
SERVICE LINE VERIFICATION PROGRAM - DIVISION II				
68	Service Line Material Verification, Curb Stop	EA		
69	Service Line Material Verification, Interior Penetration	EA		
70	Service Line Material Verification, Water Main	EA		
AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS (APPLICABLE TO DIVISION I & DIVISION II)				
71	3/4 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$155.00	$155.00
72	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$155.00	$155.00
73	1-1/2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$455.00	$455.00
74	2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	$555.00	$555.00
75	6' Curb Valve Box (including Stainless Steel Rod)	EA	$160.00	$160.00
76	Pavt Rem, Concrete Roadway, Special	SYD	$15.00	$15.00
77	HMA Surface, Rem, Special	SYD	$12.00	$12.00
78	Driveway and Sidewalk, Rem	SYD	$12.00	$12.00
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	$11.00	$11.00
80	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	SYD	$9.00	$9.00
81	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Hydroseed	SYD	$10.00	$10.00
82	Hardwood Mulch, 4 inch	SYD	$10.00	$10.00
83	Irrigation System Repair	EA	$58.00	$58.00
84	Maintenance Aggregate, 21AA	TON	$28.00	$28.00
85	Temporary Cold Patch	TON	$200.00	$200.00
86	HMA, 13A or approved equal (min 25 ton)	TON	$305.00	$305.00
87	Non Reinforced Concrete Roadway, MDOT P1 (min 10 cubic yards, aggregate)	CYD	$305.00	$305.00
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	CYD	$305.00	$305.00
89	Concrete curb and gutter, MDOT P1 (min 10 cubic yards, aggregate)	LFT	$49.00	$49.00

Note:

1) Contractor must provide a price for each line item and each unit (both individual and grouped) in the Cost Worksheet within Division I or Division II or both in order to be considered for award. Each line item and each unit within the "As Needed Materials and Surface Restoration" section must be filled out regardless of Division being pursued to be considered for award.
2) Contractors will be selected to perform work per Division not per line item. Prices within the "As Needed Materials and Surface Restoration" section will only be utilized for contracting purposesif the contractor is awarded work within one or more Divisions.
3) All brass products supplied underthis Contract shall be no-lead brass products meeting the requirements of UNS Copper Alloy C89836 per ASTM B584-05 and Copper Alloy CDA No. C89833, alloy shall contain no more than 0.25% total lead content by weight.

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PROPOSAL
FOR
WATER SERVICE LINE REPLACEMENT PROGRAM
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
OAKLAND COUNTY, MICHIGAN

Southeastern Oakland County Water Authority (OWNER)
3910 W. Webster Road
Royal Oak, MI 48073

Proposals Due: Tuesday, May 5, 2020
On or Before 10:00 am, Local Time
HRC Job No. 20191046

To Prospective Proposers:

Name of Proposer: D'Angelo Brothers Inc.

Address: Po Box 531330 Livonia MI 48153

Date: 5-5-2020 Telephone: (248) 515-1942 Fax: -

The above, as Proposer, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that the Specifications and all other information referenced in the Instructions to Proposers have been examined. Further, the Proposer is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The Proposer acknowledges that no representations or warranties of any nature whatsoever have been received or are relied upon from the Southeastern Oakland County Water Authority (SOCWA) its agents or employees, as to any conditions to be encountered in accomplishing the work and that the proposal is based solely upon the Proposer's own independent judgment.

The above, as Proposer, hereby certifies that the Specifications and other data provided by the Owner for proposal purposes have been examined. Further, the undersigned certifies that the proposed construction methods have been reviewed and found acceptable for the conditions, which can be anticipated from the information provided for proposing.

The Proposer hereby affirms that the site of work has been inspected and further declares that no charges in addition to the Individual Unit Prices in the Cost Worksheet shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to proposal submission. In addition, the Contractor, as such and as Proposer, shall make the determination as to existing soil conditions and shall also complete the work under whatever conditions created by the Contractor/Proposer's sequence of construction, construction methods, or other conditions the Contractor/Proposer may create, at no additional cost to the Owner.

The above, as Proposer, confirms knowledge of the location of the proposed Water Service Line Replacement Program and appurtenant construction for SOCWA in the member communities in the State of Michigan including; the City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield and Southfield Township with the addition of the City of Ferndale, and the conditions under which it must be

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constructed. In addition, the Proposer agrees to perform Work in any and all of the abovementioned member communities without prejudice.

The Proposer also declares to have carefully examined the Specifications, Request for Proposal documents and other Contract Documents which the Proposer understands and accepts as sufficient for the purpose of said As-Needed Service Line Replacement Program, and appurtenant work, and agrees to contract with the Southeastern Oakland County Water Authority to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Southeastern Oakland County Water Authority, in strict accordance with the Owner's General Conditions, and with the full intent of the Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in full payment therefore the sum of:

PROPOSAL

(REFER TO THE COST WORKSHEET AT THE END OF THIS SECTION FOR THE PROPOSAL FORM)

Each proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

Each Proposal must be accompanied by a bid deposit in the form of a certified check, cashier's check or bid bond, executed by the proposer and Surety Company, payable to the Southeastern Oakland County Water Authority in the amount of Five Percent (5%) of the amount of the anticipated Contract amount of $500,000. See Instructions to Proposers – Proposal Deposit for more information.

TAXES

The Proposer affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Form of Proposal.

ADDENDA

The Proposer acknowledges the following Addenda, covering revisions to the drawings or specifications and the cost, if any, of such revision has been included in the quoted proposal:

Addendum No. #1 4.20.20 Dated 4.20.20

Addendum No. #2 Dated 4.30.20

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FEES

The Bidder shall refer to the General Conditions for allowable Fees for additional work performed, upon Owner's written authorization, by Proposer's own forces and/or for additional work, upon Owner's written authorization, by Proposer's subcontractors.

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TIME OF COMPLETION

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within fifteen (15) days after acceptance of this Proposal.

If selected as a contractor for the SOCWA Water Service Line Replacement Program, we agree to have all work substantially completed within the negotiated schedules developed as projects are scoped. Substantial Completion is defined that the facilities are ready to use for their intended purpose with all utility systems fully functional.

Final Completion with all clean up and punch-list items shall be complete within 14 days of substantial completion.

LIQUIDATED DAMAGES

Completion of the Work as scoped and provided to the selected contractors is critical for the Member Communities to meet State regulatory reporting requirements. As such, the Proposer guarantees that the work will be completed within the time limit developed and agreed to with the Member Community in which the contractor is working.

Inasmuch as the damage and loss to the Owner which will result from the failure of the Proposer to complete the work within the stipulated time, will be most difficult or impossible to accurately determine, it is mutually agreed that the damages to the Owner for such delay and failure on the part of the Proposer shall be liquidated in the amount of Five Hundred Dollars ($500.00), for each and every calendar day by which the Proposer shall fail to complete the work or any part thereof within the provisions hereof, and such liquidated damages shall not be considered as a penalty.

The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case those amounts are less than the amount of actual liquidated damages, the Bidder shall pay the difference upon demand of the Owner.

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PROPOSALS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than one hundred and twenty (120) days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fail to contract as aforesaid and to furnish the required surety bonds within fifteen (15) days after being notified of the acceptance of their bid, then the undersigned shall be considered to have abandoned the contract, and the Certified Check, Cashier's Check or Bid Bond accompanying this Proposal shall be forfeited to the Southeastern Oakland County Water Authority.

If the undersigned enters into the contract in accordance with their proposal, or if their proposal is not accepted, then the accompanying bid guarantee shall be returned to the undersigned.

Company Name: D'ANGELO BROTHERS INC.

Signature: VINCENT D'ANGELO Title: PRINCIPAL

Address: PO BOX 531330 LIVONIA MI

County: WAYNE State: MI

Telephone No.: (248) 515-1942 Fax No.: -

Email Address: VINCE@DANGELO-BROTHERS.COM

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) D'ANGELO BROTHERS INC.

The undersigned hereby designates below the business address to which all notices, directions or other communications may be served or mailed:

Street PO BOX 531330

City LIVONIA

State MI Zip Code 48153

The undersigned hereby declares the legal status checked below:

( ) INDIVIDUAL

( ) INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME

( ) CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan

(X) CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____
MICHIGAN. The Corporation is

(X) LICENSED TO DO BUSINESS IN MICHIGAN

( ) NOT NOW LICENSED TO DO BUSINESS IN MICHIGAN

The name, titles, and home addresses of all persons who are officers or partners in the organization are as follows:

A corporation duly organized and doing business under the laws of the State of MICHIGAN

NAME AND TITLE	HOME ADDRESS
VINCENT D'ANGELO	61151 PALOMINO CT
	SOUTH LYON MI, 48178

Signed and Sealed this 5TH day of MAY, 2020

By (Signature)

VINCENT D'ANGELO
Printed Name of Signer

PRINCIPAL
Title

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BID BOND

See Attached.

We, the undersigned, _____

_____

As Principal, hereinafter called the Principal, and _____

_____

A corporation duly organized under the laws of the State of _____

As surety, hereinafter called the SURETY, are held and firmly bound unto:

The Owner: Southeastern Oakland County Water Authority

in the sum of Five hundred thousand dollars Dollars ($500,000),

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 _____

_____

_____

NOW, THEREFORE, if the OWNER shall accept the bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such bid, and give such bond or bonds as may be specified in the 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 OWNER the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by said bid, then the obligation of the Principal shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

_____ _____

(Witness) (Principal) (Seal)

(Title)

_____

(Witness) (Surety)

_____

(Title)

END OF SECTION

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
WATER SERVICE LINE REPLACEMENT PROGRAM - DIVISION I				
1	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	2,580	2,580
2	3/4 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	25	25
3	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	2,680	2,680
4	1 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	25	25
5	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	2,380	2,380
6	1 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	23	23
7	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	2,800	2,800
8	1-1/2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	28	28
9	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	2,700	2,700
10	1-1/2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	26	26
11	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	3,380	3,380
12	2 inch Type "K" Copper Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	34	34
13	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), ≤ 40 feet	EA	3,200	3,200
14	2 inch HDPE Private Water Service Line Replacement (Curb Stop to Meter), > 40 feet	FT	31	31
15	Private Water Service Line Connection to Premise/Building Plumbing	EA	485	485
16	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	1,800	1,800
17	3/4 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,680	2,680
18	3/4 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	25	25
19	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	1,900	1,900
20	1 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,700	2,700
21	1 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	25	25
22	1 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	1,780	1,780
23	1 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,650	2,650
24	1 inch HDPE Public Water Service Line Replacement > 60 feet	FT	23	23
25	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	2,000	2,000
26	1-1/2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,500	2,500
27	1-1/2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	28	28
28	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Short Run ≤ 30 feet	EA	1,580	1,580
29	1-1/2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,400	2,400
30	1-1/2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	26	26
31	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	2,380	2,380
32	2 inch Type "K" Copper Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,780	2,780

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
33	2 inch Type "K" Copper Public Water Service Line Replacement > 60 feet	FT	34	34
34	2 inch HDPE Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet	EA	2,200	2,200
35	2 inch HDPE Public Water Service Line Replacement and Connection, Long Run > 30 feet to 60 feet	EA	2,500	2,500
36	2 inch HDPE Public Water Service Line Replacement > 60 feet	FT	31	31
37	3/4 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	185	185
38	1 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	200	200
39	1-1/2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	285	285
40	2 inch Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)	EA	400	400
41	6 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	175	175
42	6 inch x 1 inch Brass Service Saddle (Material Only)	EA	175	175
43	6 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	175	175
44	6 inch x 2 inch Brass Service Saddle (Material Only)	EA	175	175
45	8 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	175	175
46	8 inch x 1 inch Brass Service Saddle (Material Only)	EA	175	175
47	8 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	175	175
48	8 inch x 2 inch Brass Service Saddle (Material Only)	EA	175	175
49	12 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	250	250
50	12 inch x 1 inch Brass Service Saddle (Material Only)	EA	250	250
51	12 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	250	250
52	12 inch x 2 inch Brass Service Saddle (Material Only)	EA	250	250
53	16 inch x 3/4 inch Brass Service Saddle (Material Only)	EA	500	500
54	16 inch x 1 inch Brass Service Saddle (Material Only)	EA	500	500
55	16 inch x 1-1/2 inch Brass Service Saddle (Material Only)	EA	550	550
56	16 inch x 2 inch Brass Service Saddle (Material Only)	EA	550	550
57	Abandon & Plug Existing Corp	EA	185	185
58	Remove Existing Corp and Install Repair Sleeve	EA	888	888
59	Water Main Taps Greater than 7 feet to the Top of Pipe	VFT	285	285
60	Dig Through Frost (per tap) When Additional Equipment is Necessary.	EA	250	250
61	Plumbing Permit (ALLOWANCE)	EA	$100.00	$100.00
62	Miscellaneous Permits (ALLOWANCE)	EA	$500.00	$100.00
63	Bonds & Insurances (ALLOWANCE)	LSUM	$10,000.00	$10,000.00
64	Distribute and Collect Access Agreements	EA	160	160
65	Initial Introduction Meeting Attendance & Work Plan	EA	160	160
66	Scheduling Service Line Replacement Work with Business/Residence	EA	160	160
67	Building/Premise Plumbing Flush	EA	225	225

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER SERVICE LINE REPLACEMENT PROGRAM
ITEMS OF WORK - COST WORKSHEET

Line	Description	Unit of Measure	Base Price; Years 1-3 (Thru Dec 31, 2022)	
			Individual Unit	Grouped Unit
SERVICE LINE VERIFICATION PROGRAM - DIVISION II				
68	Service Line Material Verification, Curb Stop	EA	850	800
69	Service Line Material Verification, Interior Penetration	EA	750	700
70	Service Line Material Verification, Water Main	EA	850	850
AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS (APPLICABLE TO DIVISION I & DIVISION II)				
71	3/4 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	155	155
72	1 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	155	155
73	1-1/2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	455	455
74	2 inch Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper	EA	555	555
75	6' Curb Valve Box (including Stainless Steel Rod)	EA	160	160
76	Pavt Rem, Concrete Roadway, Special	SYD	15	15
77	HMA Surface, Rem, Special	SYD	12	12
78	Driveway and Sidewalk, Rem	SYD	12	12
79	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Sod	SYD	11	11
80	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil, Seed and Mulch Blanket	SYD	9	9
81	Turf Grass Repair - Rough and Finish Grade, apply 3" Topsoil and Hydroseed	SYD	10	10
82	Hardwood Mulch, 4 inch	SYD	10	10
83	Irrigation System Repair	EA	58	58
84	Maintenance Aggregate, 21AA	TON	28	28
85	Temporary Cold Patch	TON	200	200
86	HMA, 13A or approved equal (min 25 ton)	TON	305	305
87	Non Reinforced Concrete Roadway, MDOT P1 (min 10 cubic yards, aggregate)	CYD	305	305
88	Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 cubic yards, aggregate)	CYD	305	305
89	Concrete curb and gutter, MDOT P1 (min 10 cubic yards, aggregate)	LFT	49	49

Note:

1) Contractor must provide a price for each line item and each unit (both individual and grouped) in the Cost Worksheet within Division I or Division II or both in order to be considered for award. Each line item and each unit within the "As Needed Materials and Surface Restoration" section must be filled out regardless of Division being pursued to be considered for award.
2) Contractors will be selected to perform work per Division not per line item. Prices within the "As Needed Materials and Surface Restoration" section will only be utilized for contracting purposesif the contractor is awarded work within one or more Divisions.
3) All brass products supplied underthis Contract shall be no-lead brass products meeting the requirements of UNS Copper Alloy C89836 per ASTM B584-05 and Copper Alloy CDA No. C89833, alloy shall contain no more than 0.25% total lead content by weight.

CONTRACT

ARTICLES OF AGREEMENT, Made and entered into this 31st

day of DECEMBER, 2019, by and between

Southeastern Oakland County Water Authority (A Michigan Municipal Corporation),

3910 W. Webster Road, Royal Oak , MI 48073

Party of the first part, hereinafter called the Owner, and

D'Angelo Brothers, Inc.

P.O. Box 531330

in the City of Livonia, County of Wayne

and State of Michigan, Party of the second part, hereinafter called the Contractor, to wit:

Item 1) That all proposals, specifications, plans, bonds, etc., hereto attached or herein referred to, shall be and are made a part of this agreement and contract.

Item 2) That the Contractor, under penalty of bond attached, shall furnish all labor, materials, and appliances necessary, and do all the work as set forth in the proposal.

Water Service Line Replacement Program

HRC Job No. 20191046

according to the specifications, plans, etc., which have been made a part of this contract in a manner, time, and place, all and singular, as herein set forth.

IN CONSIDERATION WHEREOF, said Party of the First Part, for it and its successors, promises and agrees to pay to said Party of the Second Part, sums based on the agreed upon Work detailed in subsequent agreements with individual Member Communities of the Southeastern Oakland County Water Authority and in accordance with the unit prices as provided in the attached cost worksheet, all in the time and manner indicated in the specifications.

For the faithful performance of all and singular of the stipulations, terms and conditions of this Agreement, said parties respectfully bind themselves, their successors, heirs, executors, administrators and assigns.

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IN WITNESS WHEREOF, Said Parties have signed this Contract, in duplicate, on the date first above written.

WITNESS:

Southeastern Oakland County Water Authority
(A Michigan Municipal Corporation)
Party of the First Part

By: _____

GENERAL MANAGER

WITNESS:

D'Angelo Brothers, Inc.
(A Michigan Corporation)
Party of the Second Part

By: VINCENT D'ANGELO

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PERFORMANCE BOND
Bond No. 0774581

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

D'Angelo Brothers, Inc.

P.O. Box 531330

Livonia, Michigan 48155 as Principal,

and Harco National Insurance Company

702 Oberlin Rd, Raleigh, NC 27605

of Raleigh, NC as Sureties,

are hereby held and firmly bound unto the "Owner"

Southeastern Oakland County Water Authority

3910 W. Webster Road

Royal Oak, MI 48073

in the full and just sum of Five Hundred Thousand Dollars

($500,000) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed and sealed this 31st day of December 2019.

The condition of the above obligation is such that if said D'Angelo Bros., Inc.

shall well and faithfully do and perform the things agreed by Owner to be done and performed by the annexed contract, according to the terms thereof, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

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It is mutually understood and agreed that in cases where changes are required, either by order of the Engineer, or Owner, or by mutual agreement, such changes or changes shall not modify, discharge or release this bond.

D'Angelo Brothers, Inc.
(A Michigan Corporation)

(Seal)

(Seal)

Principal

Harco National Insurance Company

(Seal)

Susan L Small

Attorney-in-Fact (Seal)

Surety

Signed, Sealed and Delivered
in the Presence of:

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LABOR AND MATERIAL BOND
Bond No. 0774581

KNOW ALL MEN BY THESE PRESENTS, That we D'Angelo Brothers, Inc.
P.O. Box 531330
of Livonia, Michigan hereinafter called the Principal,
and Harco National Insurance Company
702 Oberlin Rd, Raleigh, NC 27605
hereinafter called the Surety, are held and firmly bound unto Southeastern Oakland County Water Authority,3910 W. Webster Road, Royal Oak, MI 48073
in the sum of
Five Hundred Thousand and 00/100
Dollars ($ 500,000.00)
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 31st day of DECEMBER, A.D., 2019.

WHEREAS, The above named Principal has entered into a contract with the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073
dated the 31st day of DECEMBER, A.D., 2019, wherein said Principal has covenanted and agreed as follows, to-wit:

To furnish all the labor and material
Water Service Line Replacement Program
HRC Job No. 20191046

AND WHEREAS, This bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963, and as may be amended by other Public Acts of Michigan.

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NOW, THEREFORE, The condition of this obligation is such that if payment shall be made by the Principal to any Subcontractor or by him or any Subcontractor as the same may become due and payable of all indebtedness which may arise from him to a Subcontractor or party performing labor or furnishing materials or supplies or any Subcontractor to any person, firm or corporation on account of any labor performed or materials or supplies furnished in the performance of said contract, then this obligation shall be void; otherwise, the same shall be in full force and effect.

AND PROVIDED, That any alterations which may be made in the terms of said contract, or in the work to be done under it, or the giving by the party of the first part to said contract, of any extension of time for the performance of said contract, or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any alteration, extension, or forbearance being hereby waived.

D'Angelo Brothers, Inc.
(A Michigan Corporation)

By: _____
VINCENT D'ANGELO

Principal

Harco National Insurance Company

_____

Susan L Small

Attorney-in-Fact

Surety

Signed, Sealed and Delivered
in the Presence of:

_____
ROB D'ANGELO

_____

_____

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MAINTENANCE AND GUARANTEE BOND
Bond No. 0774581

KNOW ALL MEN BY THESE PRESENTS, That we

D'Angelo Brothers, Inc.

P.O. Box 531330

Livonia, Michigan 48155

as Principal, and Harco National Insurance Company

702 Oberlin Rd, Raleigh, NC 27605

are held and firmly bound unto Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073 (The "Owner")

in the sum of Five hundred thousand and 00/100 Dollars ($500,000.00)

good and lawful money of the United States of America, to be paid to the Owner its legal representatives and assigns, and we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS 31st DAY OF December A.D., 2019.

WHEREAS, the above named principal has entered into a certain written contract with the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073 dated this ___day of_____A.D., 20__, where in the said principal covenanted and agreed as follows, to wit:

for the:

Water Service Line Replacement Program

HRC Job No. 20191046

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under such contract, the above named principal has agreed with the Owner that for a period of one (1) year(s) from the date of acceptance of payment for the Work, to keep in good order and repair any defect in all the Work done under said contract, either by the principal, his subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, all to be made good without expense to the Owner, (excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work), and whenever directed so to do by the Owner, by notice served in writing, either personally or by mail, on the principal at 21213 Equestrian Trail, Northville, MI 48167

or_____, its legal representatives, or successors, or on the surety at 702 Oberlin Rd, Raleigh, NC 27605

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to proceed at once to make such repairs as directed by the Owner and in case of failure to do so within one (1) week from the date of service of such notice, or within reasonable time not less than one (1) week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and be fully reimbursed for same from said principal or surety. If any repair is necessary to be made at once to protect life and property, the Owner may take immediate steps to repair or barricade such defects without notice to the contractor. In such case the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the principal or surety. In this connection the judgment of the Owner is final and conclusive.

If the principal for a period of one (1) year from the date of acceptance of payment for the Work, shall keep the work so constructed under the contract in good order and repair, excepting only such parts of said work which have been disturbed without the consent or approval of the principal after the final acceptance of same, and whenever notice is given as hereinbefore specified, at once proceed to make the repair as the notice directs, or reimburse the Owner for any expenses incurred by it in making such repairs should the principal or surety fail to do so, then the above obligation shall be void; otherwise, it will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 31st day of DECEMBER, 2019.

Signed, Sealed and Delivered
in the Presence of:

Rob D'Angelo
Witness

Charlene Sell
Witness Charlene Sell, Surety Administrator

Witness Krista Pocket, Surety Administrator

D'Angelo Bros., Inc.
"Principal"

Vincent D'Angelo (L.S.)

Harco National Insurance Company (L.S.)
"Surety"

Susan L Small, Attorney-in-Fact (L.S.)

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POWER OF ATTORNEY

Bond # 0774581

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1904 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Irene Martins, Assistant Secretary

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GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

The original and three copies of the Contract shall be signed by the Owner and the Contractor, unless otherwise required.

The work under this Contract shall consist of the items listed in the proposal, including all incidentals necessary to fully complete the project in accordance with the contract Documents. The Contract documents shall consist of the Advertisement, Instructions to Bidders, Proposal, Specifications, General Conditions, General Supplementary Conditions, Contract, Bonds and Contract Drawings.

2. CONTRACT DRAWINGS AND SPECIFICATIONS

The work to be done is shown on the accompanying set of original drawings prepared by Hubbell, Roth & Clark, Inc., Consulting Engineers, Bloomfield Hills, Michigan, and are hereby made a part of this Contract, it being mutually understood and agreed that when taken together, the drawings and contract documents, including the specifications and the general conditions, are complementary, and what is called for by any one shall be binding as if called for by all. The intent of the Contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work.

These original drawings may be supplemented by other drawings furnished by the contractor and approved by the Engineer or supplied to the Contractor by the Engineer during the progress of the work as he may deem to be necessary or expedient. All such supplementary contract drawings or instructions are intended to be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. Therefore, no extra charge will be allowed on a claim that particular supplemental contract drawings or instructions differed from the Contract Documents, incurring extra work, unless the Contractor has first brought the matter, in writing, to the Engineer's attention for proper adjustment before starting on the work covered by such and has received from the Engineer an order in writing to so proceed.

These original and supplementary drawings constitute the drawings according to which the work is to be done. The Contractor shall keep at the site of the work an approved or conformed copy of all drawings and specifications and shall at all times give the Engineer or Owner access thereto.

In case any inconsistency, omission or conflict shall be discovered in either specifications or drawings, or if in any place, the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

3. ENGINEER'S STATUS

The Engineer shall furnish consultation and advice to the Owner during construction. He may advise the Owner to stop the work whenever such stoppage may be necessary to insure that the finished work will be in accordance with the plans and specifications. He may advise the Owner to reject all work and material which do not conform to the drawings and specifications. The engineer may stop work only under the written direction of the owner.

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4. CONSTRUCTION OBSERVER STATUS

The Owner may appoint on the job construction observer(s) who shall be under the direction of the Engineer. The construction observer on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. The construction observer will call to the attention of the Contractor any failure to follow the drawings and specifications that he may observe. The construction observer shall advise the Engineer to reject materials suspend the work until any questions on the performance of the work can be referred to and decided by the Owner. The construction observer shall have no authority to determine the means and methods used to complete the work, direct the Contractor's work or workmen, to supervise the Contractor's operations, to stop work on the project or to change the Contract Drawings or Specifications.

In no instance shall any action or omission on the part of the construction observer release the Contractor of the responsibility of completing the work in accordance with the drawings, specifications and/or, municipal ordinances or established prior practices of the owner, in the municipality in which the project resides.

5. CONTRACTOR'S RESPONSIBILITY

The Contractor shall assume full responsibility for the work, specifically including jobsite safety, and take all precautions for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work or because the conditions under which the work is done are different, or because the nature of the ground in which the work is done is different from what was estimated or expected, or on account of the weather, floods, elements or other causes, and he shall assume the defense and save harmless the Owner, the Engineer and their individual officers and agents from all claims relating to labor provided and materials furnished for the work; to inventions, patents, and patent rights used in doing the work; to injuries to any persons or property received or sustained by or from the Contractor, his agents or employees in doing the work or arising out of the work performed or to be performed; and to any act, or neglect of the Contractor, his agents or employees.

The mention of any specific duty or liability of the contractor in this or in any part of the Contract documents shall not be construed as a limitation or restriction upon any general liability or duty imposed on the contractor by the Contract Documents.

6. PERMITS AND REGULATIONS

The Contractor shall secure, at no cost to the Owner, all permits and licenses necessary for the prosecution of the work. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees. Provided that if the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract Documents.

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7. SUBCONTRACTS

The Contractor shall not sublet, assign, or transfer this Contract or any portion thereof or any payments due him thereunder, without the written consent of the Owner.

Assignment or subletting the whole or any portion of this contract shall not operate to release the contractor or his bondsmen hereunder from any of the contract obligations.

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors proposed for the work and shall not employ any that the Owner may object to as incompetent or unfit.

If the Contractor shall cause any part of the work under this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor, and the Contractor shall not be in any manner thereby relieved from his obligation and liabilities; and the work and materials furnished by the subcontractor shall be subject to the same provisions as if furnished by the Contractor.

8. INFORMATION BY THE CONTRACTOR

The Contractor shall submit to the Engineer full information as to the materials, equipment, and arrangements which the Contractor proposes to furnish. This information shall be complete to the extent that the Engineer may intelligently judge if the proposed materials, equipment, and arrangements will meet the contract requirements.

Prior to the approval of materials, equipment, and arrangements by the Engineer based on the information submitted by the Contractor, any work done by the Contractor shall be at his own risk.

The approval of information covering materials, equipment, and arrangements by the Engineer shall in no way release the Contractor from his responsibility for the proper design, installation, and performance of any material, equipment, or arrangement, or from his liability to replace same should it prove defective.

9. GENERAL REQUIREMENTS FOR MATERIALS & WORKMANSHIP

In the specifications where a particular material or piece of equipment is specified by reference to some particular make or type, or equal, it is not the intent to limit competition but to set up by such reference a standard of quality most easily understood and defined. If materials or equipment of other make or type than that specified by name are offered by the Contractor, they will be given full consideration by the Engineer and the Engineer's decision will be final as to whether the materials or equipment offered are equal to those specified.

Unless otherwise stipulated in the specifications, all equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kinds and quality of materials as the Engineer may require.

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The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor or tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result may be ordered from the work by the Owner, at the advice of the Engineer, and such labor or tools or appliances shall be substituted therefor by the Contractor as will meet with the approval of the Engineer/Owner.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade.

10. TESTING AND SAMPLING

Where called for in the specifications, samples of materials in the quantity named shall be submitted to the Engineer for approval. Where tests are required they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefor submitted to the Engineer.

11. LINES AND GRADES

Principal reference lines or points and bench marks shall be given by the Engineer at such time as he may deem necessary; or if the Contractor shall be in need of such reference lines or bench marks, he shall notify the Engineer forty-eight (48) hours in advance, excluding Saturdays, Sundays and holidays. The Engineer will set suitable stakes and marks showing the locations and elevations of new underground utilities as part of the work and will furnish the Contractor with "cut sheets" referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith and shall provide all labor and material to set control and locate the work accurately with reference to the above points. All lines and grades for new above grade structures and appurtenances shall be established by the Contractor. Establishment of principal reference lines, transfer of line and grade into facilities, location of all piping and equipment shall be the responsibility of the Contractor.

12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all public property and private abutting property from injury or loss arising in connection with this Contract. He shall, without delay, make good any such damage, injury or loss, and shall defend and save the Owner and Engineer harmless from all such damages or injuries occurring because of his work. He shall furnish and maintain all passageways, barricades, guard fences, lights and danger signals, provide watchmen and other facilities for protection required by public authority or by local conditions, all at no additional cost to the Owner.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall take such action as may be necessary to prevent such threatened damage, injury or loss.

The Contractor shall assume full responsibility of loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever, not directly due to the acts or neglect of the

Owner, including fire, vandalism and malicious mischief, and shall turn the finished work over to the Owner in good condition and repair, at the time of the final estimate.

13. RESPONSIBILITY FOR ADJOINING STRUCTURES & TREES

The Contractor shall assume full responsibilities for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures and all water mains, sewers, telephone, gas mains, and other underground services and structures along the near the work which maybe affected by his operations, and shall indemnify, defend and save harmless the Owner against all damages or alleged damages to any such structure arising out of his work. The Contractor shall bear the cost of repair or replacement of any such structure damaged as a result of his operations.

No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Owner, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubbery that has to be removed shall be preserved and replaced in a manner acceptable to the Owner.

14. MAINTENANCE OF SERVICE

Drainage through existing sewers and drains shall be maintained at all times during construction and all nearby gutters shall be kept open for drainage. Where existing sewers are encountered in the line of the work which interfere with the construction, the flow in the sewers, including both dry weather flow and storm flow, shall be maintained.

All detours shown on the drawings or required because of the Contractors operations shall be built and maintained at the Contractor's expense.

Safety precautions shall be followed at all street openings, substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic and red flags by day and yellow lights by night shall be diligently posted by the Contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction signs shall be erected and maintained by the Contractor. Contractor shall be responsible for insuring that all barricades, flags, lights, etc. are in place and functional at the end of each day.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Except as otherwise specified herein or as noted on the drawings, street intersections may be blocked but one-half at a time, and the contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Owner are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Owner may with or without notice, cause the same to be done; and will deduct the cost of such work from any money due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at his instance, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

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15. STORAGE OF MATERIALS

Materials and equipment distributed, stored and placed upon or near the site of the work shall at all times be so disposed as not to interfere with work being prosecuted by other contractors in the employ of the Owner, or with street drainage, or with fire hydrants or with access thereto, and not to hinder, any more than may be necessary, the ordinary traffic of the street.

16. RELATION TO OTHER CONTRACTORS

The Contractor shall so conduct his operations as not to interfere with or injure the work of other contractors or workmen employed on adjoining or related work and he shall promptly make good any injury or damage which may be done to such work by him or his employees or his agent. Should a contract for adjoining work be awarded to another contractor, and should the work of one of these contracts interfere with that of the other, the Owner shall decide which contractor shall cease work for the time being and which shall continue or whether the work in both contracts shall continue at the same time and in what manner.

17. CONTRACTOR'S SUPERVISION AND ORIGINATION

The work under this Contract shall be under the direct charge and direction of the Contractor. The Contractor shall give efficient superintendence to the work, using his best skill and attention. The Contractor shall at all times keep on the site of the work, during its progress, a competent superintendent and any and all necessary foremen and assistants. The superintendent shall represent and have full authority to act for the Contractor in the latter's absence, and all directions given to him shall be as binding as if given to the Contractor. On written request in each case, all such directions will be confirmed in writing to the Contractor.

The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him, and he shall at all times enforce strict discipline and good order among his employees. Whenever the Owner shall notify the Contractor, in writing, that any man on the work is, in the opinion of the Owner, careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be discharged from work and shall not again be employed on it except with the written consent of the Owner.

The Contractor shall establish and maintain an office on the site of the work or at some convenient point adjacent thereto, during the continuance of this Contract and shall have at all times during working hours, a representative authorized to receive an execute any and all orders, when given by the Engineer; and such order, when given out and received by said representative shall be deemed to have been given to and received by the Contractor. Copies of the drawings and specifications shall at all times be kept on file by the Contractor at readily accessible points near the work.

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18. FACILITIES FOR INSPECTION

The Owner, the Engineer, and their employees shall at all times have the right to enter upon the premises upon which work is being done, or upon which material is stored for the work under this Contract, and to inspect the work under this Contract, and to inspect the work and materials, and to ascertain whether or not the construction is carried out in accordance with this Contract, and the Contractor shall furnish all reasonable facilities, and give ample time for such inspection. All materials shall be subject to mill and shop inspection, as provided in the specifications.

The Contractor shall promptly remove from the premises all materials rejected by the Engineer as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contractor and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such rejected work and materials promptly, after written notice, the Owner may remove them and store the material at the expense of the Contractor.

The Engineer has the right to have removed by the Contractor such portion of the work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which, during its progress and before its final acceptance, may become damaged from any cause, shall be removed and replaced by good, satisfactory work at the Contractor's expense.

19. SHOP DRAWINGS

Where called for in the specifications, the Contractor shall submit to the Engineer for review copies of details, specifications, cuts, and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the Engineer and re-submit same without delay. The review of the Engineer shall not relieve the Contractor of responsibility for errors in the drawings, as the Engineer's checking is intended to cover compliance with the drawings and specifications and not to enter into every detail of the shop work. No work shall be undertaken until the Engineer has reviewed the shop drawings.

20. ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The Contractor shall examine and check all drawings and specifications furnished by the Owner for dimensions, quantities, and coordination with other parts of the work on this or related contracts and shall notify, in writing, the Engineer of any and all errors, omissions, or discrepancies he may discover by examining and checking of same. The Contractor shall not be allowed to take advantage of any such error, omission, or discrepancy, as full instructions will be furnished by the Engineer, and the Contractor shall carry out such instructions as if originally specified. In no case shall be Contractor proceed with the work in uncertainty, and any work done by the Contractor after the discovery of any error, omission, or discrepancy, until authorized, will be at the Contractor's risk and responsibility. The work is to be made complete and to the satisfaction of the Engineer, notwithstanding any minor omissions in the specifications or drawings.

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21. CHANGES IN THE WORK

The Owner shall have the right to require, by written order, changes in, additions to, or deductions from the work required by the contractor documents; provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the contract price, if any, because of any change, addition, or deduction in the work shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjustment of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of a written order from the Owner specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the Engineer before the commencement of work. Where the written notice of such claims shall be made to the Engineer before the commencement of work. Where the written order diminished the quantity of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be deleted.

Under circumstances which, in the judgment of the Engineer, so necessitate, the Engineer shall have authority to require, by written order, changes in, additions to, or deductions from the work. Such written order by the Engineer shall be subject to later confirmation by the Owner when the extent and cost have been established.

It is understood and agreed that in case any change in, addition to, or deduction from the work is required, said change shall in no way invalidate the Contract and shall not affect or discharge the bonds furnished by the Contractor.

The Contractor, without extra charge, shall make such slight alternations as may be necessary to make adjustable parts fit to fixed parts, leaving all complete and in proper shape when done.

22. BASIS FOR DETERMINING COST OF CHANGES IN THE WORK

Adjustments, if any, in the contract price by reason of change in the work shall be limited to the amount specified in the written order authorizing the change in the work. Adjustments shall be determined by one or more of the following methods, the Owner reserving the right to select the method or methods at the time the written order is issued:

A. An acceptable lump sum proposal: To facilitate checking and acceptance, the proposal shall be itemized with quantities and prices given for the various items.

B. Unit Prices: The unit prices may be the "Unit Price" set in the Agreement, or fixed by subsequent agreement between the Owner and the Contractor.

C. On a cost-plus-limited basis not to exceed a specified maximum limit of cost:

D. "COST" as herein used shall be the actual and necessary cost incurred by the Contractor by reasons of the change in the work for:

1. Labor
2. Materials
3. Equipment Rental
4. Insurance Premium

5. Labor costs shall be the amount shown on the Contractor's payroll with payroll taxes added when such taxes can be shown to have been incurred. In no case shall be rates charged for labor exceed the rates paid by the Contractor for the same class of labor employed by him to perform work under the regular items of the Contract.

6. Material costs shall be the net price paid for material delivered to the site of the work. If any material previously required is omitted by the written order of the Owner after it has been delivered to or partially worked on by the Contractor and consequently will not retain its full value for other uses, the Contractor shall be allowed the actual cost of the omitted material less a fair market value of the material as determined by the Owner.

7. Equipment Rental shall be the actual additional costs incurred for necessary equipment. Costs shall not be allowed in excess of usual rental charged in the area for similar equipment of like size and condition, including the cost of necessary supplies and repairs for operating the equipment. No costs, however, shall be allowed for the use of equipment on the site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on the site is required for the change in the work only, the cost of transporting such equipment to and from the site shall be allowed.

8. Insurance Premium shall be limited to those based on labor payroll and to the types of insurance required by the Contract. The amount allowed shall be limited to the net costs incurred as determined from the labor payroll covering the work. The Contractor shall, upon request of the Owner, submit verification of the applicable insurance rates and premium computations.

"PLUS" as herein is defined as a percentage to be added to the items of "Cost" to cover superintendence, use of ordinary tools, bonds, overhead expense and profit. The percentage shall not exceed 15 percent on work done entirely by the Contractor and shall not exceed an aggregate total of 20 percent on work done by a subcontractor.

"SPECIFIED MAXIMUM LIMIT OF COST" is the amount stated in the written order of the Owner authorizing the change in the work. The amount to be allowed the Contractor shall be the "cost" and "plus" the percentage or the specified maximum, whichever is the lesser amount.

The Contractor shall keep complete, accurate, daily record of the net actual cost of changes in the work, and shall present such information in such form and at such times as the Owner may request.

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23. PATENTS

The Contractor shall pay all royalties and license fees and shall hold and save the Owner and his agent harmless from all liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents. In this respect, the Contractor shall defend all suits or claims for infringement of any patent or license right.

In the event that any claim, suit, or action at law or in equity of any kind, whatsoever, is brought against the Owner, involving any such patents or license rights, then the Owner shall have the right to, and may, retain from any money due or to become due to the Contractor, such sufficient sum as is considered necessary to protect said Owner, against loss, and such sum maybe retained by the Owner until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the Owner.

24. "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are incorporated in the work.

25. CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

26. USE OF COMPLETE PORTIONS OF THE WORK

The Owner may, at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portion may not have expired. In such event, the Contractor will be relieved of further work on or maintenance of said portion, except as covered by his guarantee of same.

27. PAYMENT WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss on account of:

A. Defective work not remedied.
B. Claims filled or reasonable evidence indicating probable filing of claims.
C. Failure of the contractor to make payments properly to subcontractors or for material or labor.

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D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
E. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

28. CONTRACTOR'S RIGHT TO STOP WORK

If the work should be stopped under an order of any court, or other public authority for a period of three months, through no act or fault of the contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within sixty days of its maturity and presentation any sum certified by the Engineer, provided no appeal is taken, the contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract,, and shall receive from the Owner payment in full for all work executed, as determined from the prices contained in the approved detailed estimate as computed by the Engineer, but no claim for extra compensation or damages shall be made or allowed because of such termination of the Contract.

29. FAIR EMPLOYMENT PRACTICES ACT

The Contractor agrees that neither he nor his subcontractor will 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 race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

30. AUTHORITY

No agent of the Owner shall have power to revoke, alter, enlarge, or relax the stipulation or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the Contract of which the specifications are a part, or by ordinance, resolution, or other usual official action by the Owner.

31. STARTING WORK

Material shall be ordered and work shall begin on the ground within thirty (30) days after the Contract is signed, unless otherwise stated.

32. SANITARY REGULATIONS

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the Contractor, and their use shall be strictly enforced.

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33. SUNDAY AND NIGHT WORK

The Contractor is required to prosecute work done under this Contract during the hours of daylight, and work will be permitted at night or on Sundays if it is in the best interest of the owner to accommodate traffic, service disruptions, and to keep the project on schedule. Contractor is required to get owner approval at least 48 hours prior to requesting night work. Also this provision is superseded if work is required to save property or life or as specifically authorized or directed by the Owner. Tunnel work may be prosecuted at night except on Sundays.

34. PROGRESS OF WORK

The work shall be prosecuted regularly and uninterruptedly, unless the Owner shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated.

If, in the opinion of the Owner, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Owner may do or cause to be done, such work, and the cost of the same will be deducted from any money due or to become due the Contractor under this Contract.

35. TIME OF COMPLETION

The time allowed for completion of the work contemplated in this Contract shall be as stated in the proposal or specifications.

36. EXTENSION OF TIME

All days in which work is suspended by order of the Owner, or in accordance with these specifications, shall automatically extend the time for completion an equal number of days.

37. TIME IS ESSENCE OF CONTRACT

It is distinctly understood and agreed to by the parties hereto that the time specified for the completion of the work is the essence of this Contract, and the Contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

38. ESTIMATED QUANTITIES

The quantities of the various classes of work to be done and materials to be furnished under this Contract which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and neither the Owner nor his agents is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit, nor for loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered and the estimated quantities as herein stated.

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39. FORFEITURE OF CONTRACT

If the work to be done under the Contract shall be abandoned by the Contractor, or if any time in the judgment of the Owner, the contractor shall fail to prosecute the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the Owner shall have the right to take possession of the work, including Contractor's plant, supplies, and materials, at any time after having notified the Contractor in writing to discontinue the work under this Contract for said cause or causes, and such action shall not affect the right of the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner to recover damages resulting from such failure. Upon receiving such notice, the Contractor shall and will, upon demand, immediately give the Owner safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the men employed thereon.

The Owner may then proceed to complete the work herein specified, by contract or otherwise; and the entire cost of the same shall be charged to the Contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, to be paid by the Contractor or his sureties, to said Owner.

40. NO WAIVER OF CONTRACT

Neither the acceptance of the whole or any part of the work by the Owner or his Engineer, or any of its agents, nor any order, measurements, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its agents, shall operate as a waiver for any portion of the Contact or any power therein provided; nor shall any waiver of any breach of the Contract by held to be a waiver of any other or subsequent breach.

41. PAYMENT NOT TO BE STOPPED

The Owner shall not, nor shall any officer thereof, be precluded or stopped by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provisions of this agreement, at any time (either before or after the final completion and acceptance of the work and payment made therefor pursuant to any such return or certificates showing the true and correct amount of money due therefor, notwithstanding any such return or certificate, or any payment made in accordance therewith) from demanding and receiving from the Contractor or his sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

42. GUARANTEE

The Contractor, as a condition precedent to final payment, shall execute a guarantee to the Owner warranting for a period of one year from the date of final payment to keep in good order and repair any defect in all the work done under the contract, either by the Contractor or his subcontractors, or the material suppliers, that may develop during said period due to improper materials, defective equipment,, workmanship, or arrangements, and any other work affected in making good such imperfections shall also be made good, all without expense to the Owner, and the Contractor shall execute, in favor of the Owner, the attached Maintenance and Guarantee Bond.

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When the specifications call for a guarantee period greater than one year, the Contractor shall provided such longer guarantee period.

43. ESTIMATES AND PAYMENTS

The Owner shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Engineer or as otherwise herein stipulated, and such measurements shall be final and conclusive.

As aid to the Owner in preparing estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total contract price per unit and the breakdown shall not overrule the contract price per unit.

The Contractor shall submit to the Owner a written request for each payment and a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the Owner other than, as indicated on the Contractor's Declaration. When requested by the Owner, the Contractor shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments based on progress estimates will be made on a monthly basis for work completed during the preceding month or since the date of the last preceding progress payment. Payments will be in accordance with the provision of Act 524 of the Michigan Public Acts of 1980 and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finished work, unless otherwise stated.

Partial Payment for materials and/or equipment stored on the jobsite may be allowed on the basis of 90% of the invoice cost of the material providing materials are properly stored. Partial Payment will be allowed on the basis of 90% of the invoice cost less the cost of delivery for materials and/or equipment stored off the jobsite providing the following conditions are met:

Materials can be inspected by the OWNER and are clearly identifiable for the project.
Items are properly stored in the opinion of the OWNER.
Evidence of clear title transfer to the OWNER upon such partial payment can be provided.
Insurance coverage against loss or damage is provided including certificates guaranteeing same.

Pursuant to Act 524, Michigan Public Acts of 1980, the Owner shall designate a person representing it to whom written requests for payments shall be submitted. The Contractor shall designate a person who shall submit written requests for payment to the Owner.

In the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4(3) of Act 524 of Michigan Public Acts of 1980 [MCLA125.1564(3)], the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 of the Michigan Public Acts of 1980 to an agent designated pursuant to Section 4(2) of the Act. The dispute resolution process described above shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds.

The Owner may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work, and the payment of the final estimate.

Within thirty (30) days after the completion of the work under this Contract to the satisfaction of the Owner and the Engineer, in accordance with all and singular terms and stipulations herein contained, the Owner shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the Owner,, furnish a Contractor's Affidavit that he has paid or satisfactorily secured all claims of every nature. Also, the Contractor shall furnish a release from the surety or sureties and permit agencies as applicable, approving payment of final estimate by the Owner. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and his agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

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CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____ to _____ A.D., 20___, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, due for, or claim compensation from _____

_____

the Owner, or his agents, in addition to the regular items set forth in the contract numbered ____ and dated ___

_____

A.D., 20____, for _____

_____

_____

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

Company: _____

By: _____

Position: _____

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CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
County of)

The undersigned _____

hereby represents that on _____ he (it) was awarded a contract by _____

hereinafter called the Owner, to _____

_____, in accordance with the terms and conditions of Contract No. ___; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material sued in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ___ day of _____, 20___.

Company: _____

By: _____

Title: _____

Subscribed and sworn to before me, a Notary Public in and for _____ County, Michigan, on this ___ day of _____, 20___.

_____ Notary Public

My Commission Expires _____

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Act No. 524

Public Acts of 1980

Approved by Governor

January 29, 1981

STATE OF MICHIGAN

80th LEGISLATURE

REGULAR SEASON OF 1980

Introduced by Rep. Ryan

ENROLLED HOUSE BILL NO. 5541

AN ACT to provide for the terms of certain construction contracts with certain public agencies; to regulate the payment and retainage of payments on construction contracts with certain public agencies; and to provide for the resolution of certain disputes.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Agent' means the person or persons agreed to or selected by the contractor and the public agency pursuant to section 4(2).

(b) "Architect or professional engineer" means an architect or professional engineer licensed under Act No. 299 of the Public Acts of 1980, being sections 339.101 to 339.2601 of the Michigan Compiled Laws, and designated by a public agency in a construction contract to recommend progress payments.

(c) "Construction contract" or "contract" means a written agreement between a contractor and a public agency for the construction, alteration, demolition, or repair of a facility, other than a contract having a dollar value less than $30,000.00 or a contract that provides for 3 or fewer payments.

(d) "Contract documents" means the construction contract; instructions to bidders; proposal; conditions of the contract; performance bond; labor and material bond; drawings; specifications; all addenda issued before execution of the construction contract and all modifications issued subsequently.

(e) "Contractor" means an individual, sole proprietorship, partnership, corporation, or joint venture, that is a party to a construction contract with a public agency.

(f) "Facility" means a building, utility, road, street, boulevard, parkway, bridge, ditch, drain, levee, dike, sewer, park, playground, or other structure or work that is paid for with public funds or a special assessment.

(g) "Progress payment" means a payment by a public agency to a contractor for work in place under the terms of a construction contract.

(h) "Public agency" means this state, or a county, city township, village, assessment district, or other political subdivision, corporation, commission, agency, or authority created by law. However, public agency does not include the state transportation department, a school district, junior or community college, the Michigan state housing development authority created in Act No. 346 of the Public Acts of 1966, as amended,

being sections 125.1401 to 125.1496 of the Michigan Compiled Laws, and a municipal electric utility or agency. "Assessment district" means the real property within a district area upon which special assessments are levied or imposed or the construction, reconstruction, betterment, replacement, or repair of a facility to be paid for by funds derived from those special assessments imposed or levied on the benefited real property.

(i) "Retainage" or "retained funds" means the amount withheld from a progress payment to a contractor pursuant to Section 3.

Sec. 2. (1) The construction contract shall designate a person representing the contractor who will submit written requests for progress payments, and a person representing the public agency to whom requests for progress payments are to be submitted. The written requests for progress payments shall be submitted to the designated person in a manner and at such time as provided in the construction contract.

(2) The processing of progress payments by the public agency may be deferred by the public agency until work having a prior sequence, as provided in the contract documents, is in place and is approved.

(3) Each progress payment requested, including reasonable interest if requested under subsection (4), shall be paid within 1 of the following time periods, whichever is later:

(a) Thirty days after the architect or professional engineer has certified to the public agency that work is in place in the portion of the facility covered by the applicable request for payment in accordance with the contract documents.

(b) Fifteen days after the public agency has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of those sources.

(4) Upon failure of a public agency to make a timely progress payment pursuant to this section, the person designated to submit requests for progress payments may include reasonable interest on amounts past due in the next request for payment.

Sec. 3. (1) To assure proper performance of a construction contract by the contractor, a public agency may retain a portion of each progress payment otherwise due as provided in this section.

(2) The retainage shall be limited to the following:

(a) Not more than 10% of the dollar value of all work in place until work is 50% in place.

(b) After the work is 50% in place, additional retainage shall not be withheld unless the public agency determines that the contractor is not making satisfactory progress, or for other specific cause relating to the contractor's performance under the contract. If the public agency so determines, the public agency may retain not more than 10% of the dollar value of work more than 50% in place.

(3) The retained funds shall not exceed the pro rata share of the public agency's matching requirement under the construction contract and shall not be commingled with other funds of the public agency and shall be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by the public agency which shall account for both retainage and interest on each construction contract separately. A public agency is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to the public agency.

(4) Except as provided in Section 4(7) and (8), retainage and interest earned on retainage shall be released to a contractor together with the final progress payment.

(5) At any time after 94% of work under the contract is in place and at the request of the original contractor, the public agency shall release the retainage plus interest to the original contractor only if the original contractor provides to the public agency an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to the contractor and the public agency.

Sec 4. (1) The construction contract shall contain an agreement to submit those matters described in subsection (3) to the decision of an agent at the option of the public agency.

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(2) If a dispute regarding a matter described in subsection (3) arises, the contractor and the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract, as follows:

(a) In an agreement reached within 10 days after a dispute arises.

(b) If an agreement cannot be reached within 10 days after a dispute arises, the public agency shall designate an agent who has background, training, and experience in the construction of facilities similar to that which is the subject of the contract and who is not an employee of the agency.

(3) The public agency may request dispute resolution by the agent regarding the following:

(a) At any time during the term of the contract, to determine whether there has been a delay for reasons that were within the control of the contractor, and the period of time that delay has been caused, continued, or aggravated by actions of the contractor.

(b) At any time after 94% of work under the contract is in place, whether there has been an unacceptable delay by the contractor in performance of the remaining 6% of work under the contract. The agent shall consider the terms of the contract and the procedures normally followed in the industry and shall determine whether the delay was for failure to follow reasonable and prudent practices in the industry for completion of the project.

(4) This dispute resolution process shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds and is not intended to alter, abrogate, or limit any rights with respect to remedies that are available to enforce or compel performance of the terms of the contract by either party.

(5) The agent may request and shall receive all pertinent information from the parties and shall provide an opportunity for an informal meeting to receive comments, documents, and other relevant information in order to resolve the dispute. The agent shall determine the time, place, and procedure for the informal meeting. A written decision and reasons for the decision shall be given to the parties within 14 days after the meeting.

(6) The decision of the agent shall be final and binding upon all parties. Upon application of either party, the decision of the agent may be vacated by order of the circuit court only upon a finding by the court that the decision was procured by fraud, or other illegal means.

(7) If the dispute resolution results in a decision:

(a) That there has been a delay as described in subsection (3)(a), all interest earned on retained funds during the period of delay shall become the property of the public agency.

(b) That there has been unacceptable delay as described in subsection (3)(b), the public agency may contract with a subsequent contractor to complete the remaining 6% of work under the contract, and interest earned on retained funds shall become the property of the public agency. A subsequent contractor under this subdivision shall be paid by the public agency from the following sources until each source is depleted, in the order listed below:

(i) The dollar value of the original contract, less the dollar value of funds already paid to the original contractor and the dollar value of work in place for which the original contractor has not received payment.

(ii) Retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(iii) Interest earned on retainage from the original contractor, or funds made available under a letter of credit provided under section 3(5).

(8) If the public agency contracts with a subsequent contractor as provided in subsection (7)(b), the final progress payment shall be payable to the original contractor the time period specified in section 2(3). The amount of the final progress payment to the original contractor shall not include interest earned on retained funds. The public agency may deduct from the final progress payment all expenses of contracting with the subsequent contractor. This act shall not impair the right of the public agency to bring an action or to otherwise enforce a performance bond to complete work under a construction contract.

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Sec. 5. (1) Except as provided in subsection (2), this act shall apply only to a construction contract entered into after the effective date of this act.

(2) For a construction contract entered into before the effective date of this date, the provisions of this act may be implemented by a public agency, through a contract amendment, upon the written request of the contractor, with such consideration as the public agency considers adequate.

Sec. 6. This act shall take effect January 1, 1983.

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PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Reps. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodem, Dobb, Raczkowski and Perricone

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modification of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

(a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.

(b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.

(c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.

(d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.

(e) "Person" means an individual, corporation, partnership, association, governmental entity, or any other legal entity.

(f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds $75,000.00 shall contain all of the following provisions:

(a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.

(i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.

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(ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.

(b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.

(c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.

(d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).

(e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3. (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)

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Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

(a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(b) "Investment" means 1 or more of the following:

(*i*) A commitment or contribution of funds or property.

(*ii*) A loan or other extension of credit.

(*iii*) The entry into or renewal of a contract for goods or services.

(c) "Investment activity" means 1 or more of the following:

(*i*) A person who has an investment of $20,000,000.00 or more in the energy sector of Iran.

(*ii*) A financial institution that extends $20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(d) "Iran" means any agency or instrumentality of Iran.

(e) "Iran linked business" means either of the following:

(*i*) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.

(*ii*) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(f) "Person" means any of the following:

(*i*) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(*ii*) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(*iii*) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (*i*) or (*ii*).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.

Carol Morey Viventi
Secretary of the Senate

Clerk of the House of Representatives

Approved .....

.....
Governor

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Statewide Prohibition Against Iran-Linked Businesses

The Michigan State legislature passed legislation to prohibit entities that have certain economic relationships with Iran from submitting a bid on a request for proposals (RFP) from state public entities, to require bidders for certain public contracts to submit certification of eligibility with a bid, and to respond to and report a false certification.

The "Iran Economic Sanctions Act" (P.A. 517 of 2012) makes an Iran-linked business ineligible to submit a bid on a RFP with a public entity. School districts, community college districts, and intermediate school districts must require each entity submitting a bid on an RFP to certify it is not an Iran-linked business. This requirement applies to all RFPs and not just to construction projects. Applicants for MDE grants will be required to assure compliance with this condition.

The Iran Economic Sanctions Act defines Iran-linked business as either of the following:

-- A person engaging in investment activities in the energy sector of Iran, including a person who provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
-- A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

There are additional requirements to respond to and report an entity that has submitted a false certification. These requirements are described in the Iran Economic Sanction Act at: http://www.legislature.mi.gov/documents/2011-2012/publicact/pdf/2012-PA-0517.pdf

Provisions of the Iran Economic Sanction Act remain in effect as long as Iran is defined by the U.S. Secretary of State as a state sponsor of terror, a country determined to have repeatedly provided support for acts of international terrorism. Information about federal sanctions is available at: http://www.state.gov/j/ct/list/c14151.htm

Questions regarding the requirements of the Iran Economic Sanction Act may be directed to the Attorney General's office.

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VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	D'Angelo Brothers Inc.
Street Address	Po Box 531330
City	Livonia
State, Zip	MI 48153
Corporate I.D. Number / State	
Taxpayer I.D. #	382156233

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/ or services to the Owner.

Signature of Vendor's Authorized Agent: _____

Printed Name of Vendor's Authorized Agent: Vincent D'Angelo

Witness Signature: _____

Printed Name of Witness: Rob D'Angelo

SECTION 00800

INSURANCE REQUIREMENTS

PART 1 INSURANCE

1.1 Insurance Required of the Contractor

A. Prior to commencement of the work, the Contractor shall purchase and maintain during the term of the Contract such insurance as will protect the Contractor, the Owner, the Engineer and any additional insureds as listed from claims arising out of the work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-Subcontractor(s).

B. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Southeastern Oakland County Water Authority.

C. The requirements below should not be interpreted to limit the liability of the Contractor.

D. All deductibles and SIRs are the responsibility of the Contractor.

E. The Contractor shall procure and maintain insurance coverage consisting of the below listed policies.:

1.2 Worker's Compensation Insurance

A. Worker's Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the states in which work is conducted under this contract; disability benefit laws, if any; or Federal compensation acts such as U. S. Longshoremen or harbor Workers', maritime Employment, or Railroad Compensation Act(s), if applicable.

B. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.

1.3 Comprehensive General Liability

A. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
   1. All premises and operations
   2. Explosion, collapse and underground damage
   3. Contractor's Protective coverage for independent contractors or subcontractors employed by him.
   4. Contractual Liability for the obligation assumed in the Indemnification or Hold Harmless agreement found hereinafter.
   5. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment.

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6. Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.

B. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
2. The policy shall include an endorsement which includes the following as additional insured's:
a. The "Owner"
Southeastern Oakland County Water Authority, Royal Oak, Michigan
Their council, members, Board members, public officials, consultants, agents, and employees
b. The "Engineer"
Hubbell, Roth & Clark, Inc., Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
c. The "Member Communities"
City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Huntington Woods, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield, Southfield Township and City of Ferndale, Michigan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof
d. Oakland County Water Resources Commissioner's Office, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

1.4 Comprehensive Automobile Liability

A. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles and including Michigan "No Fault" coverage.

B. In light of standard policy provisions concerning (a) loading and unloading and (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

C. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory
2. The policy shall include an endorsement which includes the following as additional insured's:
a. The "Owner"
Southeastern Oakland County Water Authority, Royal Oak, Michigan
Their council, members, Board members, public officials, consultants, agents, and employees
b. The "Engineer"
Hubbell, Roth & Clark, Inc., Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
c. The "Member Communities"

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City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Huntington Woods, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield, Southfield Township and City of Ferndale, Michigan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

d. Oakland County Water Resources Commissioner's Office, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

1.5 Owner's & Contractor's Protective Liability Policy

A. The Contractor shall purchase for the Owner, a separate Owner's Protective Liability policy to protect the Owner, the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located, for their contingent liability for work performed by the Contractor, the Subcontractor(s) or the Sub-Subcontractor(s) under this contract.

B. Purchase the Owner's Protective Liability policy in the Owner's name.

C. Additional Insured Requirements:

1. The policy shall include an endorsement which includes the following as additional insured's:

a. The "Engineer"
Hubbell, Roth & Clark, Inc., Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees

b. The "Member Communities"
City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Huntington Woods, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield, Southfield Township and City of Ferndale, Michigan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

c. Oakland County Water Resources Commissioner's Office, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

1.6 Umbrella or Excess Liability

A. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested.

B. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to his automobile liability insurance.

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C. Additional Insured Requirements:
1. Coverage shall be Primary and Non-contributory and Waiver of Subrogation applies.
2. Include an endorsement which includes the following as additional insured's:
a. The "Owner"
Southeastern Oakland County Water Authority, Royal Oak, Michigan
Their council, members, Board members, public officials, consultants, agents, and employees
b. The "Engineer"
Hubbell, Roth & Clark, Inc., Bloomfield Hills, Michigan
Their owners, directors, officers, consultants, agents, and employees
c. The "Member Communities"
City of Berkley, Village of Beverly Hills, Village of Bingham Farms, City of Birmingham, City of Clawson, City of Huntington Woods, City of Lathrup Village, City of Pleasant Ridge, City of Royal Oak, City of Southfield, Southfield Township and City of Ferndale, Michigan, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof
d. Oakland County Water Resources Commissioner's Office, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof

1.7 Limits of Liability

A. The required limits of liability for insurance coverage shall be **not less than** the following:
1. Workers' Compensation

Coverage A - Compensation	Statutory	
Coverage B - Employer's Liability	$500,000	

2. Comprehensive General Liability

Bodily Injury and Property Damage	$5,000,000	Each Occurrence
Combined Single Limit	$5,000,000	Per Job Aggregate
	$1,000,000	Completed Operations Aggregate

3. Comprehensive Automobile Liability

Bodily Injury and Property Damage	$5,000,000	Each Accident
Combined Single Limit		

4. Owner's Protective

Bodily Injury and Property Damage	$3,000,000	Per Occurrence
Combined Single Limit	$1,000,000	Aggregate

B. Other Requirements
1. Notice of Cancellation
a. Policies will be endorsed to provide that at least 30 days, 10 days for non-payment of premium, written notice shall be given to the Owner and to the Engineer for; advanced notice of cancellation, non-renewal, reduction or material change (see sample endorsements which follow this Section).
2. Address for Written Notice
a. Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak, MI 48073
Attn: Jeff McKeen, P.E.

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1.8 Evidence of Coverage

A. Prior to commencement of the work, the Contractor shall furnish to the Owner, Certificates of Insurance in force on the Owner's Form of Certificate provided as well as required endorsements.

B. Other forms of Certificate are acceptable only if (1) they include all of the items prescribed in the Owner's Form of Certificate, including agreement to cancellation provisions outlined herein, (2) the Engineer's Project Identification Number, and (3) they have written approval of the Owner and the Engineer.

C. The Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by certificates.

D. Such policy copies shall be "Originally Signed Copies," and so designated.

1. Insurance Required for the Contractor
    a. Workers' Compensation and Employers' Liability
    b. Comprehensive General Liability-including:
        1) All premises and operations.
        2) Explosion, collapse and underground damage.
        3) Contractor's Protective.
        4) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Contract.
        5) Personal Injury Liability.
        6) Products and Completed Operations
    c. Comprehensive Automobile Liability - including owned, non-owned and hired vehicles and Michigan "No Fault" coverage.
    d. Umbrella or Excess Liability.
2. Insurance Required for the Owner
    a. Owners' and Contractor's Protective Liability Policy which names as additionally insured the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located.
    b. Refer to sample endorsements which follow this Section.

E. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to the Owner at least ten (10) days prior to the expiration date.

1.9 Qualification of Insurers

A. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than A as listed in A. M. Best's Key Rating Guide, current edition.

B. Companies with ratings lower than A;XI will be acceptable only upon written consent of the Owner.

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1.10 Contract Security

A. If the Owner is a public entity, the Contractor shall furnish a surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract. The Contractor shall furnish, also, a separate surety bond (form attached) in an amount at least equal to 100 percent of the contract price as security for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The surety on each such bond shall be a duly authorized surety company satisfactory to the Owner.

B. Regardless of whether the Owner is or is not a public entity, the Contractor shall furnish a Maintenance and Guarantee Bond (form attached) covering all work under this contract. The guarantee is to cover a period of one year subsequent to the date of the final estimate, unless otherwise specified.

C. Surety Companies providing and executing Surety and Guarantee Bonds shall appear on the United States Treasury Departments most current list, Circular 570, as holding certificates of authority as acceptable sureties on federal bonds. The penal sum of such bonds shall not exceed the a company's limitation as stated therein. A surety company shall be licensed in the State in which it provides a bond and in the State where the contract work is to be performed.

1.11 Indemnification

A. The contractor agrees to indemnify, defend, and save harmless the Owner, the Engineer, the Member Communities, and their consultants, agents, and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner, the Engineer, the Member Communities, and their consultants, agents, and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due, or claimed to be due, to the negligence of the contractor, his subcontractors, the Owner, the Engineer, the Member Communities, and their consultants, agents, and employees, **except** only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer, the Member Communities, or their agents, employees or consultants.

B. The Contractor also agrees to indemnify, defend and save harmless the Owner, the Engineer, the Member Communities, and their owners, directors, Board members, officers, directors, officials, and council members, consultants, agents and employees, from and against any and all loss or expense (including costs and attorney's fees) for any and all claims or allegations of supervision, inspection or observation activities or services which may arise out of, or in consequence of, the performance of this work.

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PART 2 PART 2 – NOT USED

PART 3 PART 3 – NOT USED

END OF SECTION

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Client#: 7782 PAVCOR

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 04/02/2015

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).

PRODUCER
Insurance Agency
24724 Any Street (248) 666-6666
P.O. Box 2067
SomeCity, MI 48037-2067

CONTACT NAME: Insurance Agent name
PHONE (A/C, No, Ext): 248 555-5555 FAX (A/C, No): 248 111-1111
E-MAIL ADDRESS: InsuranceAgent@InsuranceGroup.com
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company 1	
INSURER B : Insurance Company 2	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Company ABC
2654 Street Name
AnyCity, MI 48183

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	GENERAL LIABILITY	X	X	MPA00000042433S	11/17/2014	11/17/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X X,C,U						PERSONAL & ADV INJURY	$1,000,000
	X Contractual						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	BA00000042434S	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	X Drive Other Car							$
A	X UMBRELLA LIAB X OCCUR	X	X	CMB00000042435S	11/17/2014	11/17/2015	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WC0001100555	05/01/2014	04/30/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Installation	X		MPA00000042433S	11/17/2014	11/17/2015	$150,000	
	Floater						$1,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Municipality Name, their council, members, board members, public officials, consultants, agents, and
(Please refer to attached Endorsements evidencing the change of policy.)

CERTIFICATE HOLDER

Municipality Name
18500 Street Name
AnyCity, MI 48025

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

SIGNATURE

Example only

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ACORD 25 (2009/09) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S264726/M258177 CRD

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DESCRIPTIONS (Continued from Page 1)

employees, as well as the engineer; Hubbell Roth & Clark, their owners, directors, officers, constultants, agents, and employees are included as Additional Insured per written contract with respect to the general, auto and umbrella liability coverages for the work performed by the named insured for the certificate holder. Insurance is considered primary and non contributing and a waiver of subrogation applies. Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company will mail 30 days prior written notice to the Certificate holder. Endorsements evidencing the change of Policy are attached.

Example only

AMS 25.3 (2009/09)

2 of 2

#S264726/M258177

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POLICY NUMBER: TRA 4820287

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 30

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Example only

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Example only

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CG 20 37 04 13 © Insurance Services Office, Inc., 2012 **Page 1 of 1**

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COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Example only

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2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Example only

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SPREXC

ACORD™ INSURANCE BINDER

DATE 06/18/14

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER
PHONE (A/C, No, Ext): 248-555-5555
FAX (A/C, No): 248-333-3333
Insurance Company Name
Any Street
City, State Zip

CODE: 38-3112729 SUB CODE:
AGENCY CUSTOMER ID: 7430

INSURED
Owner's Name
Any Street
SomeCity, MI 48001

COMPANY
Selective Insurance Company of Amer

BINDER #
BINDER83730

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
06/18/14	12:01	X AM / PM	08/18/14	X 12:01 AM / NOON	

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)
Project Description

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	LIMITS AMOUNT
PROPERTY — CAUSES OF LOSS: BASIC / BROAD / SPEC				
GENERAL LIABILITY — COMMERCIAL GENERAL LIABILITY — CLAIMS MADE / X OCCUR — X OCP	Owners & Contractors Protective Liability	EACH OCCURRENCE		$ 1,000,000
		DAMAGE TO RENTED PREMISES		$
		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$ 1,000,000
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$
AUTOMOBILE LIABILITY — ANY AUTO / ALL OWNED AUTOS / SCHEDULED AUTOS / HIRED AUTOS / NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
AUTO PHYSICAL DAMAGE — DEDUCTIBLE — ALL VEHICLES / SCHEDULED VEHICLES — COLLISION: — OTHER THAN COL:		ACTUAL CASH VALUE / STATED AMOUNT / OTHER		$
GARAGE LIABILITY — ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY — UMBRELLA FORM / OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		$
		AGGREGATE		$
	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS/ OTHER COVERAGES: Named Insured to include: **Owners Name** & the Engineer, their (See attached Spec Conditions/Other Covs page.)		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

Example only

NAME & ADDRESS

Contractors Name
SomeStreet
AnyCity State Zip

MORTGAGEE / LOSS PAYEE / ADDITIONAL INSURED / X Contractor

LOAN #

AUTHORIZED REPRESENTATIVE
Michael G. Lewis

ACORD 75 (2001/01) 1 of 3 #5069 NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE MSB © ACORD CORPORATION 1993

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Example only

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ACORD 75 (2001/01) 2 of 3 #5069

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SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

consultants, agents, employees,
& such public corporations in whose jurisdiction the work is located.

** Continued From Additional Interests Section **

Hubbell, Roth & Clark, Inc.
555 Hulet Drive;P.O. Box 824
Bloomfield Hills, MI 48303-0824
Type: Additional Insured

Example only

AMS 75.4 (2001/01) 3 of 3 #5069

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COMMERCIAL GENERAL LIABILITY
CG 20 31 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Example only

CG 20 31 04 13 © Insurance Services Office, Inc., 2012 Page 1 of 1

SECTION 00805

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement Section 00700 General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added – for example, "Article SC-2."

SC-43. ESTIMATES AND PAYMENTS

The Owner shall pay and the Contractor receive the prices bid in the proposal, or agreed upon, less any deduction for any uncompleted portion, based upon measurements made by the Engineer or as otherwise herein stipulated, and such measurements shall be final and conclusive.

As aid to the Owner in preparing estimates for progress payments, the Contractor may be required to submit to the Owner for approval a breakdown of some or all contract unit prices into their essential component parts. The sum of the component parts shall not exceed the total contract price per unit and the breakdown shall not overrule the contract price per unit.

The Contractor shall submit to the Owner a written request for each payment and a Contractor's Declaration declaring that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the Owner other than, as indicated on the Contractor's Declaration. When requested by the Owner, the Contractor shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments based on progress estimates will be made on a monthly basis for work completed during the preceding month or since the date of the last preceding progress payment. Payments will be in accordance with the provision of Act 524 of the Michigan Public Acts of 1980 and in accordance with the terms of this Contract. No allowance will be made for materials furnished which are not incorporated in the finished work, unless otherwise stated.

~~Partial Payment for materials and/or equipment stored on the jobsite may be allowed on the basis of 90% of the invoice cost of the material providing materials are properly stored. Partial Payment will be allowed on the basis of 90% of the invoice cost less the cost of delivery for materials and/or equipment stored off the jobsite providing the following conditions are met:~~

~~Materials can be inspected by the OWNER and are clearly identifiable for the project.~~
~~Items are properly stored in the opinion of the OWNER.~~
~~Evidence of clear title transfer to the OWNER upon such partial payment can be provided.~~
~~Insurance coverage against loss or damage is provided including certificates guaranteeing same.~~

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Pursuant to Act 524, Michigan Public Acts of 1980, the Owner shall designate a person representing it to whom written requests for payments shall be submitted. The Contractor shall designate a person who shall submit written requests for payment to the Owner.

In the event a dispute arises over an avoidable or unacceptable delay in the performance of the work as described in Section 4(3) of Act 524 of Michigan Public Acts of 1980 [MCLA125.1564(3)], the dispute may, at the option of the Owner, be submitted for resolution in accordance with the provisions of Section 4 of Act 524 of the Michigan Public Acts of 1980 to an agent designated pursuant to Section 4(2) of the Act. The dispute resolution process described above shall be used only for the purpose of determining the rights of the parties to retained funds and interest earned on retained funds.

The Owner may withhold the payment of any estimate or portion of estimate until the Contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of the work or any portion thereof prior to the final completion of the work, and the payment of the final estimate.

Within thirty (30) days after the completion of the work under this Contract to the satisfaction of the Owner and the Engineer, in accordance with all and singular terms and stipulations herein contained, the Owner shall make final payment, from a final estimate made by the Engineer. Before final payment is made, the Contractor shall, as directed by the Owner, furnish a Contractor's Affidavit that he has paid or satisfactorily secured all claims of every nature. Also, the Contractor shall furnish a release from the surety or sureties and permit agencies as applicable, approving payment of final estimate by the Owner. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Owner and his agents, from all claim and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

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SECTION 01220

BID ITEM DESCRIPTION

PART 1 GENERAL

1.1 SCOPE

A. This Section describes the method of measurement and basis of payment for all items of Work included in the Contract and specified in the Proposal.
   1. The Contractor shall provide all labor, material, tools, equipment and services required to complete the Work specified herein and indicated on the Drawings and all other items necessary to complete the job, whether specifically mentioned or implied.
   2. Payment will only be made for the items listed in the Cost Worksheet.

B. The Owner will make no allowances for items not included in the Cost Worksheet.

1.2 ITEMS OF THE PROPOSAL

WATER SERVICE LINE REPLACEMENT PROGRAM – DIVISION I

Item #1-14 (odd) – "(size) (material)" Private Water Service Line Replacement ≤ 40 feet

This bid item shall be paid for at the Contract Unit Price per **each** private service line replaced. The Work required by this item includes all labor, equipment and materials necessary to install up to 40 linear feet of water service piping, fittings, adapters and bends, and the following associated items of work;

- Coordinating and communicating the contractor's schedule with the authority having jurisdiction (AHJ) to allow for on-site representation and resident communication to be completed by the AHJ.
- Deliver a shutoff notice to the affected residence or business a minimum of 48 hours before any planned water service shutdown.
- Mobilization
- Traffic Control
- Excavations within the work area including hauling and disposal of unsuitable material.
- All work within the premises including removal of portions of the existing concrete floor slab or grout to accommodate the installation of the new water service line
- Installation of new water service line utilizing methods approved by the AHJ.
- Connection of new service line to the curb stop (including all adapters and fittings necessary to make the connection).
- Conducting "initial" flushing of the service line prior to connection to premise plumbing
- Sealing of the service line penetration
- Removal of all materials and debris from within the premises and clean up to match previously existing conditions.

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- Backfill and compaction of all excavations to grade or bottom of proposed pavement section utilizing suitable excavated material or compacted sand backfill as applicable in accordance with Section 02315.
- Removal of all materials and debris from the project site upon completion of the service line installation and restoration of the disturbed area within the required timeframe.

New curb stops and curb boxes are not included with this line item and will be paid for under separate unit prices in the Contract, as needed. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and Section 02660.

Item #1-14 (even) – "(size) (material)" Private Water Service Line Replacement > 40 feet

This bid item shall be paid for at the Contract Unit Price per **foot** of additional private water service line installed beyond the initial 40 feet. This item of Work is intended to be used in combination with the **" (size) (material) " Private Water Service Line Replacement ≤ 40 feet"** pay item and the associated items of work included with that pay item, not separate from the item. The Work required by this item includes all labor and materials necessary to install water service piping, fittings, adapters and bends utilizing methods approved by the AHJ and are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and with Section 02660.

Item #15 – Private Water Service Line Connection to Premise/Building Plumbing

This bid item shall be paid for at the Contract Unit Price per **each** connection of the private water service line to the premise/building plumbing after the initial flush of the service line. The Work required by this item includes all labor and materials necessary to install water service piping, fittings, adapters, bends and a new shut-off valve upstream of the meter to connect the service line to the premise/building plumbing and coordinating with the member community's plumbing permitting authority for inspection. The Work shall be completed in accordance with the Special Provision for Water Service Line Replacement and Michigan Plumbing Code.

Item #16, 19, 22, 25, 28, 31, 34- – "(size) (material)" Public Water Service Line Replacement and Connection, Short Run, ≤ 30 feet

This bid item shall be paid for at the Contract Unit Price per **each** public water service line replaced. The Work required by this item includes all labor and materials necessary to install up to 30 linear feet of water service piping, fittings, adapters and bends and the following associated items of work;

- Coordinating and communicating the contractor's schedule with the AHJ to allow for on-site representation and resident communication to be completed by the AHJ.
- Deliver a shutoff notice to the affected residence or business a minimum of 48 hours before any planned water service shutdown.
- Mobilization
- Traffic control
- Excavations within the work area including hauling and disposal of unsuitable material.
- Installation of new water service line utilizing methods approved by the AHJ.

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- Connection of new service line to existing water main (including connecting to existing corporation stop or making a new tap to the existing main and any adapters and fittings necessary to make the connection)
- Flushing of new service line prior to connection to existing system (only applicable when the existing private water service is not a lead service line and is not being replaced)
- Backfill and compaction of all excavations to grade or bottom of proposed pavement section utilizing suitable excavated material or compacted sand backfill as applicable in accordance with Section 02315.
- Removal of all materials and debris from the project site upon completion of the service line installation and restoration of the disturbed area within the required timeframe.

Work associated with making a new tap to the existing main does not include the cost of the corporation stop or the brass saddle (if necessary) and any associated abandonment of the existing corporation stop, which will also be paid for separately. New curb stops and curb boxes are required but not included with this line item and will be paid for under separate unit prices in the Contract. Pavement removal and replacement is not included with this line item and will be paid for under separate unit prices in the Contract. Measurement and payment and the Work included and required by this item are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and Section 02660.

Item #17, 20, 23, 26, 29, 32, 35 – "(size) (material)" Public Water Service Line Replacement and Connection, Long Run, > 30 feet to 60 feet

This bid item shall be paid for at the Contract Unit Price per **each** public water service line replaced. The Work required by this item includes all labor and materials necessary to install between 30 linear feet and 60 linear feet of water service piping, fittings, adapters and bends and the following associated items of work;

- Coordinating and communicating the contractor's schedule with the AHJ to allow for on-site representation and resident communication to be completed by the AHJ.
- Deliver a shutoff notice to the affected residence or business a minimum of 48 hours before any planned water service shutdown.
- Mobilization
- Traffic control
- Excavations within the work area including hauling and disposal of unsuitable material.
- Connection of new service line to existing water main (including connecting to existing corporation stop or making a new tap to the existing main)
- Flushing of new service line prior to connection to existing system (only applicable when the existing private water service is not a lead service line and is not being replaced)
- Backfill and compaction of all excavations to grade or bottom of proposed pavement section utilizing suitable excavated material or compacted sand backfill as applicable in accordance with Section 02315.
- Removal of all materials and debris from the project site upon completion of the service line installation and restoration of the disturbed area within the required timeframe.

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Work associated with making a new tap to the existing main does not include the cost of the corporation stop or the brass saddle (if necessary) and any associated abandonment of the existing corporation stop, which will also be paid for separately. New curb stops and curb boxes are required but not included with this line item and will be paid for under separate unit prices in the Contract. Pavement removal and replacement is not included with this line item and will be paid for under separate unit prices in the Contract. Measurement and payment and the Work included and required by this item are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and Section 02660.

Item #18, 21, 24, 27, 30, 33, 36 – "(size) (material)" Public Water Service Line Replacement > 60 feet

This bid item shall be paid for at the Contract Unit Price per **foot** of additional public water service line replaced beyond the initial 60 feet of "long run" public water service installed. This item of Work is intended to be used in combination with the **"(size) (material)" Public Water Service Line Replacement and Connection, Long Run, ≤ 30 feet to 60 feet** pay item and the associated items of work included with that pay item, not separate from the item. The Work required by this item includes all labor and materials necessary to install water service piping, fittings, adapters and bends utilizing methods approved by the AHJ and are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and with Section 02660.

Item #37-40 – " (size) " Brass Corp AWWA/CC Taper Thread inlet by CTS or Flare Copper outlet (Material Only)

This bid item shall be paid for at the Contract Unit Price per **each** new corporation stop installed. This item shall be used when a new connection (tap) to an existing water main is completed. There is no Work required by this item. This item is to compensate the contractor for furnishing a new corporation stop of the type required by the AHJ, for a new service connection. All work to install the new corporation stop is included in the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item. Corporation stop materials for each SOCWA member community are specified in the Materials list included in the project specifications.

Item #41-56 – " (size) x (size) " Brass Service Saddle (Material Only)

This bid item shall be paid for at the Contract Unit Price per **each** new brass service saddle installed. This item shall be used when a new connection (tap) to an existing water main is completed and only on an as-needed basis in accordance with AHJ requirements for tapping of existing water mains. There is no Work required by this item. This item is to compensate the contractor for furnishing a new brass service saddle of the type required by the AHJ, for a new service connection. All work to install the new brass saddle is included in the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item. Brass service saddle materials for each SOCWA member community are specified in the Materials list included in the project specifications.

Item #57 – Abandon & Plug Existing Corp

This bid item shall be paid for at the Contract Unit Price per **each** corporation stop allowed to be plugged as the result of the installation of a new service line connection and the subsequent abandonment of the existing service line connection. This item includes closing the existing

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corporation stop at the water main, cutting/disconnecting the existing water service at the discharge of the existing corporation stop and providing a restrained plug on the discharge side of the existing corporation stop. It is assumed that this work will take place in the same excavation as the new service connection and all backfilling and compaction requirements are included in the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item. The Work included and required by this item includes all labor, materials and equipment necessary to perform this work.

Item #58 – Remove Existing Corp & Install Repair Sleeve

This bid item shall be paid for at the Contract Unit Price per **each** existing corporation stop removed from an existing water main and repair sleeve installed. This item includes coordinating the water main shutdown with the AHJ, removal of the corporation stop from the main and furnishing and installing a repair sleeve overtop of the existing hole from the existing corporation stop. It is assumed that this work will take place in the same excavation as the new service connection and all backfilling and compaction requirements are included in the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item. The Work included and required by this item includes all labor, materials and equipment necessary to perform the work and shall be completed in accordance with the Special Provision for Water Service Line Replacement. Approved repair sleeve materials for each SOCWA member community are specified in the Materials list included in the project specifications.

Item #59 – Water Main Taps Greater than 7 feet to the Top of Pipe

This bid item shall be paid for at the Contract Unit Price per **vertical foot** of excavation beyond seven (7) feet (measured from the top of pipe) when completing a connection to an existing water main. This item of Work is intended to be used in combination with the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item and the associated items of work included with that pay item, not separate from the item. This item includes all additional labor, materials and equipment related to excavating, backfilling and compacting a water main at depth greater than seven (7) feet to the top of pipe.

Item #60 – Dig Through Frost (Per Tap) When Additional Equipment is Necessary

This bid item shall be paid for at the Contract Unit Price per **each** excavation made where specialized equipment is necessary to be mobilized to dig through frost. This item shall be used as needed, within the discretion of and only after approval by the Owner's field representative. This item is intended to be used in coordination with the **"(size) (material)" Public Water Service Line Replacement and Connection, _____, _____"** pay item and the associated items of work included with that pay item, not separate from the item. This item includes all additional labor, materials and equipment related to mobilizing specialized equipment to site and excavating through the frost layer that could not be manipulated by standard on-site equipment.

Item #61 – Plumbing Permit (ALLOWANCE)

This bid item is to compensate the AHJ for their efforts to process and record the permit and inspect the plumbing work within the building or residence. Unless otherwise indicated, plumbing permits are required for all service line replacements where work is completed within

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a business or residence. This bid item shall only be paid for at actual invoiced costs. All costs associated with this allowance item are approximate. The final payment will be adjusted to reflect the actual invoiced costs. If the invoiced costs are less than those set forth in the bid item, the Owner will receive a credit, based upon the remaining allowance amount. If the invoiced costs are greater for those bid items, the Contractor will receive additional payments based upon the amount in excess. The Contractor should make no assumptions regarding the above stated quantities or allowances. The Contractor shall not mark-up invoices associated with this allowance item.

Item #62 – Miscellaneous Permits (ALLOWANCE)

This bid item is to compensate the Contractor for the payment of services required to comply with permits associated with work outside the building/premises. Each member community has specific permitting requirements for work within private property or within the right-of-way. Contractor costs associated with complying with these requirements that are not included in the associated pay items within the Contract shall be paid for under this Allowance. This bid item shall only be paid for at actual invoiced costs. All costs associated with this allowance item are approximate. The final payment will be adjusted to reflect the actual invoiced costs. If the invoiced costs are less than those set forth in the bid item, the Owner will receive a credit, based upon the remaining allowance amount. If the invoiced costs are greater for those bid items, the Contractor will receive additional payments based upon the amount in excess. The Contractor should make no assumptions regarding the above stated quantities or allowances. The Contractor shall not mark-up invoices associated with this allowance item.

Item #63 – Bonds & Insurances (ALLOWANCE)

This bid item is to compensate the contractor for bonding and insurance costs to comply with the requirements as specified in the Contract documents. This bid item shall only be paid for at actual invoiced costs. All costs associated with this allowance item are approximate. The final payment will be adjusted to reflect the actual invoiced costs. If the invoiced costs are less than those set forth in the bid item, the Owner will receive a credit, based upon the remaining allowance amount. If the invoiced costs are greater for those bid items, the Contractor will receive additional payments based upon the amount in excess. The Contractor should make no assumptions regarding the specified bond amounts, anticipated quantity of Work or the allowance budgets provided. The Contractor shall not mark-up invoices associated with this allowance item.

The following items of work are intended to be completed by the Member Communities. However, some Member Communities do not have staff available to administer the coordination and management aspects of a Service Line Replacement Program. SOCWA is requesting that all proposers provide a good faith estimate of the costs to complete the following administrative work items. The items will be heavily considered when evaluating the Cost Proposal section of the Selection Criteria.

Item #64 – Distribute and Collect Access Agreements

This bid item shall be paid for at the Contract Unit Price per **each** signed access agreement collected. The item includes the time, postage and reproduction materials needed to distribute copies of member community specific customer notification packages (which would include at a minimum a cover letter to notify the property of the lead service line, an informational packet as described in the Special Provision for Water Service Line Replacement and a copy

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of the access agreement) to businesses and residences and the time to collect, memorialize and organize each signed agreement. The member community will provide the contractor the mailing addresses in which to deliver the notification packages and copies of the informational packet.

Item #65 – Initial Introduction Meeting Attendance & Work Plan

The bid item shall be paid for at the Contract Unit Price per **each** initial introduction meeting attended and work plan submitted. This item of work includes the time to coordinate, schedule and attend an introductory meeting with each tenant/property owner that has submitted an access agreement in advance of service line replacement and complete a service line replacement Work Plan in accordance with the Special Provision for Water Service Line Replacement.

Item #66 – Scheduling Service Line Replacement Work with Business/Residence

This bid item shall be paid for at the Contract Unit Price per **each** successfully scheduled service line replacement. This item includes the time to schedule a service line replacement with the business/residence, providing scheduling updates to the municipality and coordinating any community assistance necessary for the service line replacement (i.e. water main shutdowns, compaction testing, etc.). This work item will be considered successful when the service line replacement work is substantially complete.

Item #67 – Building/Premise Plumbing Flush

This bid item shall be paid for at the Contract Unit Price per **each** building/premise plumbing flush completed once the new service line has been connected to the existing building/premise plumbing. The item includes the time needed to perform the building/premise plumbing flush in accordance with the Special Provision for Water Service Line Replacement for each individual service line replacement. Complete the building/premise plumbing flush in presence of the tenant/property owner. Include up to eight (8) fixtures in the building/premise plumbing flush.

SERVICE LINE VERIFICATION PROGRAM – DIVISION II

Item #68 –Service Line Material Verification, Curb Stop

This bid item shall be paid for at the Contract Unit Price per **each** water service line exposed and material verified at the curb stop location. The Work shall be completed in accordance with the Special Provision for Water Service Line Material Verification and include all labor, materials and equipment necessary to perform the verification work.

Item #69 –Service Line Material Verification, Interior Penetration

This bid item shall be paid for at the Contract Unit Price per **each** water service line material verified from within the building/premises. The Work shall be completed in accordance with the Special Provision for Water Service Line Material Verification and include all labor, materials and equipment necessary to perform the verification work.

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Item #70 –Service Line Material Verification, Water Main

This bid item shall be paid for at the Contract Unit Price per **each** water service line exposed and material verified at the connection to the public water supply main. The Work shall be completed in accordance with the Special Provision for Water Service Line Material Verification and include all labor, materials and equipment necessary to perform the verification work.

AS NEEDED MATERIALS AND SURFACE RESTORATION ITEMS (APPLICABLE TO DIVISION I & DIVISION II)

Item #71-74 – " (size) " Brass Curb Stop CTS or Flare Copper/CTS or Flare Copper

This bid item shall be paid for at the Contract Unit Price per **each** new curb stop installed. The Work required by this item includes all labor and materials necessary to remove the existing curb stop and install the new curb stop valve, including all connections, adapters, fittings, bends and bedding materials. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and Section 02660. Curb stop materials for each SOCWA member community are specified in the Materials list included in the project specifications.

Item #75 – 6' Curb Valve Box (including Stainless Steel Rod)

This bid item shall be paid for at the Contract Unit Price per **each** new 6' curb valve box installed, including stainless steel rod. The Work required by this item includes all labor and materials necessary to remove and dispose of the existing curb box, install the new curb valve box and bed the base of the new curb box in crushed stone. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Water Service Line Replacement and Section 02660. Curb box materials for each SOCWA member community are specified in the Materials list included in the project specifications.

Item #76 – Pavt Rem, Concrete Roadway, Special

This bid item shall be paid for at the Contract Unit Price per **square yard** of concrete and composite pavement removal within the roadway, as measured in place. This item includes the sawcutting of concrete or composite pavement and curb and gutter to aid in the removal of portions of the pavement needed to perform the Work. This also includes all labor, equipment and materials necessary to remove existing roadway sections and comply with Section 603 of MDOT 2012 Standards Specifications for Construction.

Item #77 – HMA Surface, Rem, Special

This bid item shall be paid for at the Contract Unit Price per **square yard** of HMA surface removal, as measured in place. This item is for full depth HMA roadways only and does not get paid for separately within a composite pavement. This includes all labor and materials necessary to remove existing HMA and comply with Section 501 of MDOT 2012 Standards Specifications for Construction.

Item #78 – Driveway and Sidewalk, Rem

This bid item shall be paid for at the Contract Unit Price per **square yard** of concrete driveway and sidewalk removal, as measured in place. Regardless of material, this item

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includes saw cutting. Removal of gravel driveways or temporary sidewalk will be considered included in the costs for the installation of the service line replacement. This includes all labor, equipment and materials necessary to remove existing driveway and comply with Section 801 of MDOT 2012 Standards Specifications for Construction. This pay item will account for the unit area of driveways and sidewalks that span the driveways.

Item #79 – Turf Grass Repair – Rough and Finish Grade, apply 3" Topsoil and Sod

This bid item shall be paid for at the Contract Unit Price per **square yard** of turf grass repair. This includes all labor, materials, and equipment necessary to match existing grade and apply 3" of topsoil and sod. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade; disposing of suitable material and excess material; furnishing fill and topsoil; placing sod; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #80 – Turf Grass Repair – Rough and Finish Grade, apply 3" Topsoil, Seed, and Mulch Blanket

This bid item shall be paid for at the Contract Unit Price per **square yard** of turf grass repair. This includes all labor, materials, and equipment necessary to match existing grade and apply 3" of topsoil, seed, and mulch blanket. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade; disposing of suitable material and excess material; furnishing fill and topsoil; placing seed and mulch blanket; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #81 – Turf Grass Repair – Rough and Finish Grade, apply 3" Topsoil and Hydroseed

This bid item shall be paid for at the Contract Unit Price per **square yard** of turf grass repair. This includes all labor, materials, and equipment necessary to match existing grade and apply 3" of topsoil and hydroseed. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade; disposing of suitable material and excess material; furnishing fill and topsoil; installing hydroseed; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #82 – Hardwood Mulch, 4 inch

This bid item shall be paid for at the Contract Unit Price per **square yard** of hardwood mulch installed at a minimum thickness of 4 inches. This includes all labor, materials, and equipment necessary to prepare a planting bed and install a layer of hardwood mulch to a specified thickness where directed. The Work included and required by this item are described and shall be completed in accordance with the Special Provision for Site Restoration including, but not limited to, all excavation, subgrade preparation; filling, shaping, grading, and raking subgrade;

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disposing of excess material; furnishing and placing fill and mulch; also watering, protection of existing improvements; miscellaneous cleanup and restoration; and all items necessary to complete the job, whether specifically mentioned or implied.

Item #83 – Irrigation System Repair

This bid item shall be paid for at the Contract Unit Price per **each** irrigation system repair. Each irrigation system repair will include up to two (2) sprinkler heads and up to 20 feet to sprinkler line that matches the existing system. Contractor shall be responsible for the initial testing and adjustment of repaired heads, if seasonal limitations allow, and the replacement or repair to any leaks or non-functioning heads falls within the parameters of the project's warranty. Any additional testing and adjusting of the system is the responsibility of the municipality and property owner.

Item #84 – Maintenance Aggregate, 21AA

The bid item shall be paid for at the Contract Unit Price per **ton** of 21AA aggregate provided, placed and compacted. Measurement and payment and the Work included and required by this item are described and shall be completed in accordance with the Special Provision for "Maintenance Aggregate, 21AA".

Item #85 – Temporary Cold Patch

The bid item shall be paid for at the Contract Unit Price per **ton** of temporary cold patch installed. This item includes all labor, equipment and materials necessary to install, grade and compact a patching material acceptable to the AHJ to create a temporary surface for vehicles and pedestrians until permanent pavement can be placed. "Temporary Cold Patch" shall be removed prior to permanent pavement installations and may not be used as a base material for permanent pavement installations. If the permanent pavement is being installed within the same Contract that the "Temporary Cold Patch" was placed, the removal and disposal of the cold patch shall be considered in the cost of the Work.

Item #86 – HMA, 13A or approved equal (min 25 Ton)

The bid item shall be paid for at the Contract Unit Price per **ton** of HMA. This item includes all labor and materials necessary to install, grade and compact to replace existing HMA surfaces. This item shall be used as needed to complete restoration of areas of HMA disturbed by construction that were determined unavoidable and not due to the Contractor's inability to protect the existing roadways. This includes all labor and materials necessary to install new HMA pavement in accordance with Section 02511. The minimum scope of work will include enough HMA installation to require at least 25 tons of material.

Item #87 – Non Reinforced Concrete Roadway, MDOT P1 (min 10 Cubic Yards, aggregate)

This bid item shall be paid for at the Contract Unit Price per **cubic yard** of non-reinforced concrete roadway of the specified detail to match existing, as measured in place. This item shall be used as needed to complete restoration of areas of non-reinforced concrete roadways disturbed by construction that were determined unavoidable and not due to the Contractor's inability to protect the existing roadways. This includes all labor, equipment and materials necessary to replace existing concrete roadway and comply with Section 603 of MDOT 2012

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Standards Specifications for Construction. The minimum scope of work will include enough aggregate concrete work to require at least 10 cubic yards of material.

Item #88 – Non Reinforced Concrete Driveways and Sidewalks, MDOT P1 (min 10 Cubic Yards, aggregate)

This bid item shall be paid for at the Contract Unit Price per **cubic yard** of concrete driveway and sidewalk of the specified detail to match existing, as measured in place. This item shall be used as needed to complete restoration of areas of non-reinforced concrete driveways and sidewalks disturbed by construction that were determined unavoidable and not due to the Contractor's inability to protect the existing driveway and sidewalk. This includes all labor and materials necessary to replace existing concrete driveway and sidewalks and comply with Section 801 of MDOT 2012 Standards Specifications for Construction. The minimum scope of work will include enough aggregate concrete work to require at least 10 cubic yards of material.

Item #89 – Concrete Curb and Gutter, MDOT P1 (min 10 Cubic Yards, aggregate)

This bid item shall be paid for at the Contract Unit Price per **linear foot** of concrete curb and gutter of the specified detail to match existing, as measured in place. This item shall be used as needed to complete restoration of areas of concrete curb and gutter disturbed by construction that were determined unavoidable and not due to the Contractor's inability to protect the existing roadway. Measurement and payment and the Work required for this item are described and shall be completed in accordance with the MDOT 2012 Standards Specifications for Construction. The minimum scope of work will include enough aggregate concrete work to require at least 10 cubic yards of material.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCHEDULE FOR SUBMISSION

A. Submittal procedures

B. Submittal Review

C. Proposed Products list

D. Manufacture's installation instructions

E. Manufacture's certificates

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control

1.3 SCHEDULE FOR SUBMISSION

A. Prior to submitting any shop drawings, product data, portfolios, samples, etc. the Contractor shall prepare a summary, listing all items in the project which he will submit for review by the Engineer.

B. The summary shall be submitted within twenty (20) calendar days after receipt of Notice to Proceed and shall be updated once per month thereafter.

C. The summary and schedule for submittals shall not relieve the Contractor of his obligation to comply with specification requirements for items not listed on the schedule.

D. Nothing herein shall be construed as allowing additional time for completion of the project in the event resubmittal is required for shop drawings or the other items to be submitted.

1.4 SUBMITTAL PROCEDURES

A. Transmit each submittal with Engineer approved transmittal form.

B. Sequentially number the transmittal form. Re-submittals shall have original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor and supplier and specification section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to the Engineer in a manner to allow sufficient time for review and processing by the Engineer so as to not cause delays in the Work. Coordinate submission of related items.

F. All drawings, information and documentation shall be prepared and submitted with all words in the English language and dimensions in American units. No foreign language or metric units will be permitted.

G. Identify variations from Contract Documents and Products and system limitations which may be detrimental to successful performance of the completed work.

H. Provide space for Contractor and Engineer review stamps.

I. Revise and resubmit submittals as required and identify all changes made since previous submission.

J. Distribute copies of reviewed submittals to all concerned and related parties. Instruct parties to promptly report any inability to comply with provisions.

K. The Engineer reserves the right to refuse to check or review any submittal of a subcontractor or manufacturer which is not presented in compliance with the foregoing requirements.

L. Electronic Submittals:
1. All electronic submittals shall follow the procedures outlined above.
2. Electronic submittal procedures are only applicable to Shop Drawings and product data submittals.
3. Electronic submittals shall be made in a standard format the Engineer has agreed in advance to accept, JPEG, TIF, DGN, DXF, DWG, or PDF.
4. Reviewed submittals shall be returned in JPEG, TIF, or PDF electronic format for the Contractor’s printing and distribution.

1.5 SUBMITTAL REVIEW

A. All subcontractors and manufacturers' drawings shall first be sent directly to the Contractor, who shall keep a record of the drawing numbers and the dates of receipt. The Contractor shall check thoroughly all such drawings, as regards measurements, sizes of members, materials, and all other details to assure himself that they conform to the intent of the specification, and shall promptly return to the subcontractors and/or manufacturers for correction such submittals as are found inaccurate or otherwise in error.

B. The Engineer will review the Contractor's, subcontractors' and manufacturers' submittals within a reasonable time after receipt thereof and will return one copy endeavoring to indicate, by notation thereon or written instructions, any correction which may be necessary to meet the Contract requirements. The Contractor shall then review such notations and/or instructions and if he concurs therein, shall make or have made such required corrections, and shall, when so noted in the specifications or requested by the Engineer, resubmit corrected products to the Engineer as soon as possible, for final review. Such further review by the Engineer will be

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limited to the corrections only, and the Contractor, by such re-submission shall be held to have represented that such specifications contain no other alterations, additions or deletions, unless the Contractor (in writing) directs the Engineer's specific attention to same. Should the Contractor question, or dissent from, such notations and/or instructions, he shall so inform the Engineer and request further clarification before resubmitting.

C. The review of Contractor's, subcontractors', and manufacturers' product information by the Engineer is for coordination and assistance, and the Engineer does not thereby assume responsibility for errors or omissions. Such errors or omissions must be made good by the Contractor, irrespective of the receipt, review of the submittal by the Engineer, and even though the work is done in accordance with such submittal.

1.6 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Owner-Contractor Agreement submit list of all major products proposed for use, including those previously called for to be submitted in the Proposal, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Substitutions: Whenever a particular brand or make or type of material, equipment, or other item is specified or is indicated in the Contract Documents, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make or type which in the opinion of the Engineer is equivalent to that specified or indicated may be offered as a substitute, subject to the following provisions:

1. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials where feasible to enable the Engineer to determine if the proposed substitution is equal to that specified.
2. Contractor shall submit certified tests where applicable by an independent laboratory, acceptable to the Owner, attesting that the proposed substitution is equal.
3. A list of installations where the proposed substitution is used.
4. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the Owner.
5. Where the review of a substitution requires revision or redesign of any part of the work, all such revision and redesign and all new drawings and details required, therefore, shall be provided by the Contractor at his own cost and expense and shall be subject to the review of the Engineer.
6. In all cases, the Engineer shall be sole judge as to whether a proposed substitution is to be incorporated into the project. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without review of the Engineer.

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1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, operating, maintaining and finishing to the Engineer in quantities specified for Product Data.

B. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER CERTIFICATES

A. When specified in individual sections, submit certification by manufacturer to Engineer, in quantities specified for Product Data.

B. Indicate material or Product meets or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance - control of installation.

B. Tolerances

C. References.

D. Inspecting and testing laboratory services.

1.2 RELATED SECTIONS

A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.

B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

1.4 TOLERANCES

A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

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1.5 REFERENCES

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date specified in the individual specification sections, except where a specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 INSPECTING AND TESTING LABORATORY SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing, as required.

B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer or the Owner.

C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.

D. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent firm 48 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing or inspecting does not relieve Contractor of performing Work to contract requirements.

G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting will be charged to the Contractor by deducting inspecting or testing charges from the Contract Sum.

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PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01500

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Sanitary facilities.

B. Temporary Controls: Barriers, protection of the Work, and ground and surface water control.

C. Construction Facilities: First Aid Facilities and parking,

1.2 TEMPORARY SANITARY FACILITIES

A. Provide and maintain adequate and required facilities and enclosures during the entire duration of the project.

1.3 BARRIERS

A. The Contractor shall provide barricades, and adequate warning flags, signs, and lights in accordance with governing laws and ordinances to protect construction areas, existing facilities, and adjacent properties.

B. Provide protection for plant life designated to remain. Replace damaged plant life.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.4 GROUND AND SURFACE WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. All water from whatever sources entering the work during any stage of construction shall be promptly removed and disposed. All pumping and drainage shall be done without damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians or vehicular traffic, or the work of other contractors. Dewatering shall be done in such a manner that soil under or adjacent to existing structures shall not be disturbed, removed, or displaced.

1.5 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

C. Prohibit traffic from landscaped areas.

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1.6 FIRST AID FACILITIES

A. A completely equipped, readily accessible first-aid kit shall be provided and maintained at the job site at all times.

1.7 PARKING

A. Parking for construction personnel within private property is strictly prohibited.

B. Coordinate construction personnel parking so as to not interfere with the public's normal use of the area(s) utilized for parking.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General Provisions.

B. Transportation and handling.

C. Storage and protection.

D. "Or Equal" Clause

E. Product options.

F. Substitutions.

1.2 RELATED SECTIONS

A. Section 01300 - Submittals

B. Section 01400 - Quality Control: Product quality monitoring.

1.3 GENERAL PROVISIONS

A. Products (including all materials, machinery, equipment, and systems) shall be carefully designed and installed to insure that all required functions are adequately performed within specified degrees of precision and that each unit shall operate with every other part, furnished or existing, to provide a complete integrated system which shall operate to the satisfaction of the Engineer. Any changes or revisions of existing work made necessary by the type and dimensions of furnished products shall be made at the expense of the Contractor, and he shall furnish detail drawings showing such changes or revisions for the approval of the Engineer.

B. Submit to the Engineer ample proof that each and every part of the products to be furnished is of a reliable make and of a type which has been in successful operation within the continental United States. Installation of any experimental or untried type of apparatus, material, or machinery will not be allowed.

C. All materials, equipment, and accessories shall be new and unused and shall be essentially the products of a manufacturer regularly engaged in the production of such material or equipment and shall essentially duplicate material or equipment that has been in satisfactory operation at least 5 years.

D. The owner reserves the right to reject any material or equipment manufacturer who, although meets the above requirements, does not provide satisfactory evidence indicating adequate and

prompt post-installation repair and maintenance service as required to suit the operational requirements of Owner. Items of any one type of materials or equipment shall be the product of a single manufacturer.

E. All piping and equipment furnished under this contract shall be fabricated of such materials that under normal operating conditions harmful substances are not imparted to the water supply system.

F. Certification shall be provided that all materials which may come into contact with potable water meets the National Sanitation Foundation Standard 61 and all EGLE regulations in force at the time of submittals.

1.4 TRANSPORTATION AND HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.

B. Transport and handle all materials in such a manner to avoid breakage, inclusion of foreign materials, and/or damage by water or other causes.

C. Deliver packaged materials in original unopened containers. Packages or materials showing evidence of damage or contamination regardless of cause will be rejected.

D. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

E. Repair or replace all items damaged or broken as a result of the Contractor's operation at no cost to the Owner.

1.5 STORAGE AND PROTECTION

A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.

B. Storage of materials and Products on private property without prior authorization is strictly prohibited.

C. Storage of materials and Products within the public rights-of-way is allowed only upon written authorization of the Owner of the right-of-way.

D. Store sensitive Products in weather tight, climate controlled enclosures.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

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H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with the provision "No Substitutions": Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for "or Equal" or Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article and Section 01300.

1.7 "OR EQUAL" CLAUSE

A. Specifying an article, material, or piece of equipment by reference to a proprietary product or by using the name of a manufacturer or vendor followed by the clause "or equal" shall be understood to indicate the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

B. Comparable products shall be capable of performing equal function and shall be compatible with other equipment, materials, or systems to which they connect or will become an integral part of.

C. The clause "or approved equal" which may appear elsewhere in the documents shall mean the same as "or equal".

D. Wherever in the documents an article, material, or piece of equipment is defined by specifying a proprietary product or using the name of a manufacturer or vendor the term "or equal" if not included shall be implied.

E. Substitutions of "or equal" products are subject to approval of the Engineer.

1.8 SUBSTITUTIONS

A. Refer also to Section 01300.

B. Engineer will consider requests for Substitutions after the date established in Notice to Proceed.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

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D. A request constitutes a representation that the Contractor:
   1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Will provide the same warranty for the Substitution as for the specified Product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Also provide information required by Section 01300 for substitutions. Burden of proof is on proposer.
   3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 02315

UTILITY TRENCHING, BACKFILL AND COMPACTION

PART 1 GENERAL

1.1 SUMMARY

A. The work covered by this specification consists of furnishing all plant, labor, equipment, appliances and materials, and performing all operations in connection with the excavation and preparation of utility trenches and bedding and backfill of utilities to the locations, lines, elevations, and grades as necessary to complete the Work.

B. Excavation, backfill, and compaction for appurtenant structures such as, but not limited to, manholes, inlets, catch basins, handholes, transitions sections, junction chambers, structures, vaults, valve boxes, gate wells, and hydrants, shall be deemed to be in the category of trench excavation.

C. Protection of existing utilities, sidewalks, pavements, trees, and other facilities in the vicinity of the trench excavation is included in the work covered by this specification.

D. Related Requirements
1. City/Village/Township Standard Details
2. MDOT 2012 Standard Specifications for Construction

1.2 MEASUREMENT AND PAYMENT

A. Excavation and compaction for the preparation of a utility trench, including all the work as covered by this specification and any sheeting, shoring or bracing to safely install an underground utility, shall be included in the costs per unit of measurement for the associated utility to be installed.

B. Excavation and compaction in preparation for the installation of an appurtenant structure as defined herein, including all the work as covered by this specification and any sheeting, shoring or bracing to safely install the appurtenant structure, shall be included in the costs per unit of measurement for the associated appurtenant structure to be installed.

C. Bedding, Initial Backfill, and Final Backfill to final grade for the installation of a utility, including all the work as covered by this specification and all labor, materials, equipment and compaction necessary to successfully install an underground utility, shall be included in the costs per unit of measurement for the associated utility to be installed.

D. Bedding, Initial Backfill, and Final Backfill for the installation of an appurtenant structure as defined herein, including all the work as covered by this specification and all labor, materials, equipment and compaction necessary to successfully install the appurtenant structure, shall be

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included in the costs per unit of measurement for the associated appurtenant structure to be installed.

E. Protection of existing utilities, sidewalks, pavements, trees, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations shall be included in the costs for trench excavation.

F. Dewatering necessary to provide for a clean, dry trench free from standing water and so that there is no unbalanced upward pressure on the bottom of the open excavation until utility installation is completed shall be included in the costs for trench excavation.

1.3 REFERENCES

A. Abbreviations and Acronyms
1. ASTM – American Society for Testing and Materials
2. MDOT – Michigan Department of Transportation
3. OSHA – Occupational Safety and Health Administration
4. USCS – Unified Soil Classification System

B. Definitions
1. Appurtenant Structure – Structures or appurtenances related to utility construction, such as but not limited to; manholes, inlets, catch basins, handholes, transitions sections, junction chambers, structures, vaults, valve boxes, gate wells, and hydrants.
2. Bedding – Select granular material on which the utility is supported within trench excavations. Installed at the trench subgrade elevation and up to a point within the pipe zone dependent on the pipe design, material and loading factors above and around the utility.
3. Final Backfill - Area of the trench excavation cross-section extending from the top of the pipe zone to the top of the trench and bottom of the surface restoration or pavement section.
4. Haunch Bedding – Area of the bedding cross-section between the bottom of the utility and the springline of the utility
5. Initial Backfill – Area of the trench excavation cross-section extending from the top of the bedding material, to a level 12 inches over the top of the installed utility.
6. Initial Bedding Layer - Area of the bedding cross-section between the subgrade and the bottom of the utility.
7. Inner Bedding – the bedding zone directly beneath the utility. Typically the middle 1/3 of the trench bottom width.
8. Pipe Zone – Area of the trench excavation cross-section extending from the subgrade to a level 12 inches over the top of the installed utility.
9. Rock - All boulder, solid ledges, bedded deposits, unstratified masses, and conglomerations of material so firmly cemented as to possess the characteristics of solid rock that cannot be practically excavated with a track-mounted power excavator equivalent to a Caterpillar Model No. 325 or equivalent equipped with new rock teeth.
10. Sand Backfill Trench – Utility trench or portion of utility trench in which the final backfill is within a 1:1 influence of existing or proposed graveled, slag or hard surfaced road, pavements, hard surfaced parking lots and driveways, sidewalks, curbs and when the trench edge is within 3 feet of the edge of pavement or as specified.

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11. Standard Backfill Trench – Utility trench not within the Sand Backfill Trench zone.
12. Subgrade – Surface or elevation remaining after completing trench excavation or the top surface of an overexcavation or undercut backfill (stone or soil) immediately below the utility or utility bedding, as applicable. Commonly referred to as "Foundation".
13. Suitable Material – Materials, either excavated or delivered, meeting MDOT Class II, IIA or IIIA or ASTM D 2487 soil classification group (USCS) SW, SM, SC, SP and or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
14. Unsuitable Material – Material which;
    - Contains rock, gravel or clay lumps larger than 3 inches in any dimension,
    - Contains more than 1% organic matter,
    - Has a Liquid Limit exceeding 40 and/or a Plastic Limit exceeding 10
    - Contains construction debris such as brick, broken concrete, wire, etc, or waste, vegetation, and other deleterious matter.
    - Is frozen or contains ice balls in excess of 3 inches in any dimension,
    - Maintains a moisture content, at the time of compaction, that exceeds the Optimum Moisture content, established by the method used to determine the Maximum Unit Weight, by three percentage points or more.
15. Utilities – Underground pipes, sewers, water mains, conduits, ducts, cables, as well as underground services to properties and buildings.

C. Reference Standards
1. ASTM D 2922 – Test Methods for Density of soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)
2. OSHA Standard 29 CFR Part 1926 – "Safety and Health Regulations for Construction"
3. Reference Standards that are cited specifically by name shall be the current versions of said manuals existing at the time of the award of the Contract.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Conform to applicable state and local codes for disposal of excavated materials judged unsuitable for backfill.

B. Unless otherwise specified, provide third-party materials testing services for the testing requirements specified herein.

C. Coordination
1. The Owner is the sole operator of all water system valves and hydrants. Coordinate all utility service interruptions with the Project Engineer.
2. Contact the Project Engineer to schedule Owner field representation for construction observation.
3. Coordinate with utilities for relocation, adjustment, or support of their facilities

D. Safety
1. Contractor is solely responsible for site safety.

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2. Comply with applicable requirements of OSHA, specifically Standard 29 CFR Part 1926, Subpart P "Excavations", latest revision.
3. Keep surface over and along trenches and other excavations in a safe and satisfactory condition during the process of the Work.

1.5 SUBMITTALS

A. Pre-excavation photographs or other digitally recorded media to show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earthwork operations.

B. Classifications and MDOT pit numbers of aggregates for Undercut Backfill, Bedding, Initial Backfill and Final Backfill and supporting material characteristic test results.

C. Supplier endorsements that certify materials meet project requirements.

D. Sheeting, Shoring or Trench Box Construction Plan

E. Dewatering Plan for utility trench or appurtenant structure excavations, if necessary.

1.6 QUALITY ASSURANCE

A. Conduct a Pre-Excavation Meeting at the project site at the request of the Owner.

B. Comply with all code, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the work.

C. Trench subgrade will be reviewed for elevation and stability.
1. Elevation of trench bottom to be within a tolerance of one-half (1/2) inch from plan grade.
2. Potential for trench undercutting will be reviewed by probing the trench bottom. Penetrations greater than six (6) inches below the specified subgrade elevation will prompt review by the Owner for potential undercuts.

D. Compaction of Undercut Backfill, Bedding, and Initial Backfill will be visually observed to review installation in conformance with the project requirements.

E. Compaction testing will be conducted on each lift of Final Backfill above the Pipe Zone, including the top of the Pipe Zone.
1. Maximum lift thickness of final backfill is 12 inches unless otherwise detailed.
2. Compact top of the Pipe Zone and Final Backfill materials to not less than 95% of the maximum unit weight as determined by the method described in the MDOT Density Testing and Inspection Manual appropriate for the backfill material.
3. Provide testing summaries for each day and type of compaction testing, each summary shall include, at minimum, the following;
   a. Station and depth of where the test was taken from centerline of utility.
   b. The specified material and type of material (if different) being tested and the measured maximum dry density, moisture content, and percent compaction.
   c. Method of compaction testing.

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d. All tests taken.

1.7 EXISTING CONDITIONS

A. The Contractor will be held to have compared the conditions of the site where work is to be performed with the specifications and to have satisfied themselves as to the conditions of the site, existing conditions, and any other conditions affecting the carrying out of the work.
1. It is expressly understood that the Contractor will obtain first-hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other local conditions that may affect the Work.
2. The Contractor shall draw their own conclusion as to soil and/or rock conditions and groundwater to be encountered, and shall complete the Work under any job or field condition which was present and/or ascertainable prior to bidding.

B. The Contractor shall complete the work under whatever conditions created by their own sequence of construction, construction methods, or other condition created at no additional cost to the Owner.

C. Contact Miss Dig (811) a minimum of 72 hours in advance of any excavation for the location of utilities located in the vicinity of the work.

D. Locate all utilities prior to beginning trench excavation activities.

E. All utilities must be protected and supported during construction. Necessary measures to protect and support utilities must be employed as required by the specific utility and circumstances, and shall be completed at no additional cost to the Owner.

F. If utility is damaged by Contractor, notify utility owner and Owner or Owner's Representative immediately. Repair or replacement of utilities damaged by Contractor shall be at the Contractor's expense.

PART 2 PRODUCTS

2.1 UNDERCUT BACKFILL AGGREGATES

A. Coarse graded aggregate to meet grading requirements as specified below.

B. Slag and crushed concrete aggregates are prohibited.

C. Aggregates to be supplied from approved manufacturers of prequalified aggregate sources, as identified in the MDOT Materials Source Guide, latest edition.

UNDERCUT BACKFILL GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	1 ½"	1"	3/4"	1/2"	3/8"	No. 4	No. 8	Loss by Washing

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MDOT 6A	100	95-100	-	30-60	-	0-8	-	≤ 1.0
MDOT 17A	-	100	90-100	50-75	-	0-8	-	≤ 1.0

2.2 UTILITY BEDDING

A. Bed utility piping in Class II sand or 3/4 inch crushed stone (MDOT 34 G or approved equal).

B. Bed Curb Stop Valve Box with 3/4 inch crushed stone (MDOT 34 G or approved equal) to an elevation of 12 inches above the bottom of the stem.

2.3 UTILITY INITIAL BACKFILL

A. Match utility bedding.

2.4 UTILITY FINAL BACKFILL

A. Final Backfill for utility trenches will be "Sand Backfill Trench" or "Standard Backfill Trench" as defined in Section 1.3.B

B. Granular materials used for Final Backfill in the "Sand Backfill Trench" shall meet the minimum requirements for granular material as specified on the following page:

FINAL BACKFILL SAND BACKFILL TRENCH GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2"	1"	1/2"	3/8"	No. 4	No. 100	Loss by Washing
MDOT Class II	100	-	60-100	-	-	50-100	0-30	0-7
MDOT Class IIA	100	-	60-100	-	-	50-100	0-35	0-10
MDOT Class IIIA	-	-	-	-	100	50-100	0-30	0-15

C. Final Backfill material used for the "Standard Backfill Trench" shall comply with;
1. Grading requirements as specified below, or
2. Definition of "Suitable Material" as described in Section 1.3.B.

FINAL BACKFILL STANDARD BACKFILL TRENCH GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2"	1"	1/2"	3/8"	No. 4	No. 100	Loss by Washing
MDOT Class II	100	-	60-100	-	-	50-100	0-30	0-7
MDOT Class IIA	100	-	60-100	-	-	50-100	0-35	0-10
MDOT Class III, Modified*	*100	-	-	-	-	50-100	-	0-15
MDOT Class IIIA	-	-	-	-	100	50-100	0-30	0-15

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D. Material not meeting the grading requirements for above may be used for Final Backfill provided the Contractor can supply test results showing conformance with the definition of "Suitable Material" as described in Section 1.3.B.

E. Materials meeting any of the criteria for "Unsuitable Material" as described in Section 1.3.B are prohibited from use as Final Backfill.

2.5 APPURTENANT STRUCTURE BACKFILL

A. Materials shall match condition and grading requirements detailed in "UTILITY FINAL BACKFILL".

PART 3 EXECUTION

3.1 PREPARATION

A. Plan construction to minimize disturbance.

B. Protect adjacent structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent sites and walkways.

D. Maintain normal flow of drainage water on the jobsite and all present above ground and underground utilities.

E. Provide and maintain barricades, warning lights, warning signs, and other protection required by applicable laws for safety of persons and property.

3.2 DEWATERING

A. Do not allow water to accumulate in the trench.
   1. Remove water that accumulates in the trench which would affect the construction of utilities or their appurtenant structures by pumping, bailing, well-pointing, draining or other approved dewatering method.
   2. Perform all work necessary to keep the trenches entirely clear from water throughout construction of utilities and appurtenant structures.
   3. Construction of structures in water is prohibited.

B. Convey all water removed from trench in a proper manner to a suitable point of discharge that complies with applicable soil erosion and sedimentation control regulations.
   1. Dispose of water from the trench in such a manner to cause no injury to public health, property, work completed or in progress, street surfaces, or where such effluent may cause an interference with the use of the streets.

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2. If water is odorless and stable, discharge of the dewatering systems into an existing storm drain, channel, or street gutter in a manner approved by the Owner is permissible. Filtering of the discharge water is required.
3. Discharge of water to a sanitary sewer main of sanitary sewer related structure is strictly prohibited.

C. Maintain dewatering systems until dewatering is no longer required.

D. Prevent surface water from ponding on prepared subgrades and from flooding the project site and surrounding areas. Reroute surface water runoff away from or around excavated areas.

E. All shoring, sheeting, well-pointing, gravel bedding and other dewatering devices necessary to successfully complete the dewatering requirements of the project shall not be considered separate items of work but are inclusive to dewatering.

3.3 TRENCHING

A. Excavate utility trench width to at least the minimum width in conformance with the material specification and standard details for the associated pipe or appurtenant structure type.
1. If material specification and standard details are not provided, refer to manufacturer's recommended trench widths.
2. Provide Owner with planned trench dimensions at Pre-Excavation meeting if different than material specification and standard details.

B. All excavation of trenches is to be by open cut method, to the depth and grade shown on the Drawings and as necessary to accommodate the Work, unless otherwise noted.

C. Excavate to the line and grade shown on the Drawings or as necessary to install the utility.

D. Begin trench excavation at the downstream end of the utility, when applicable.

E. Excavate in accordance with OSHA Standard 29 CFR Part 1926 – "Safety and Health Regulations for Construction".

F. Do not stockpile materials along one edge of the excavation so as to impose too great a load on the bank of the trench.

G. Excavate only as much trench as can be entirely completed (install utility, backfill, compact, clean up) within that working day.
1. Do not open a greater length of trench than can be effectively utilized and maintained under existing conditions and with the forces at hand.
2. Limit maximum allowable length of open trench to 1,000 lineal feet per work crew.

H. Contractor is responsible for proper disposal of excavated materials.
1. Dispose of excess and unsuitable material in accordance with local, County, State and Federal Regulations.
2. All excavated material removed offsite becomes the property of the Contractor.

I. Preparation of Trenches for Utility Installation:

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1. Excavate the bottom of the trench to a minimum over depth as indicated in the material specification and standard details for the associated pipe type and laying condition specified to provide for pipe bedding.
2. Shape the bottom of the trench to support the utility uniformly.
3. Check the elevation of the excavation depth.
4. Review the subgrade for stability.
5. Remove all water from the trench prior to utility placing operation to ensure a dry, firm bed on which to bed the utility.
6. Where unsuitable soil conditions, or obstructions other than rock, require excavation of the trench below the subgrade elevation; undercut, backfill and compact the trench as specified in Section 3.4

J. Excavation for Structures:
1. Excavate to provide a minimum of 12 inches of horizontal clearance between outer surface of structure and trench wall.
2. Excavate the bottom of manhole bases and other precast structures and appurtenances to a minimum over depth of 6 inches below the bottom of the structure, or no less than indicated in the applicable standard details.
3. Shape and grade the excavation so that the subgrade is level over the entire area.
4. Check the excavation depth. Subgrade is required to be within 1/2-inch of elevation specified in the Drawings.
5. Review the subgrade for stability.
   a. Probe suitable soils that appear unstable.
   b. Notify Owner if probe penetrations exceed six (6) inches.
6. Remove all water from the excavation prior to placing the structure to ensure a dry, firm bed on which to install the base of the structure.
7. Where unstable soil conditions, or obstructions other than rock, require excavation below the subgrade elevation; undercut, backfill and compact the excavation as specified in Section 3.4.

K. Once trench is open, proceed immediately and with resolve to place specified materials in trench, or to otherwise utilize trench for its intended purpose.
1. Schedule work and order materials so that trenches are not left open for a longer period of time than is reasonably necessary.
2. Any trench or portion of trench, which is opened and remains idle for 24 hours or longer, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to the Owner.
3. Said trench may not be reopened until the Owner is satisfied that work associated with trench will progress with resolve to finish.

3.4 TRENCH UNDERCUT AND BACKFILL

A. Notify the owner when any unsuitable soil conditions or obstructions are discovered at the bottom of the trench or appurtenant structure excavation.
1. Undercut the subgrade only upon authorization of the Owner.
2. Delineate and record limits of unsuitable materials.

B. Excavate below the proposed subgrade elevation within the excavation limits until solid, suitable bearing material is uncovered.

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C. Fill the undercut excavation with approved aggregate material detailed in Section 2.1 to the proposed subgrade elevation.
   1. Maximum 12-inch lifts.
   2. Compact each lift to minimize voids.

D. Suspend undercutting activities once a depth of 3 feet is reached to review the conditions with the Owner and, if necessary, consider alternative solutions.

3.5 UNAUTHORIZED EXACAVTIONS

A. Whenever the trench excavation is carried beyond the lines and grades established by the drawings or as approved by the Owner, the Contractor shall, at his own expense, fill all such excavated space with an approved material and in such a manner as to meet the approval of the Owner.

B. Unauthorized excavation beneath structures shall be filled with plain concrete, or flowable fill as determined by the Owner.

3.6 SHORING, SHEETING AND TRENCH BOX CONSTRUCTION

~~A. Shoring and Sheeting~~
   ~~1. Refer to specific sheeting and shoring specifications for minimum requirements braced excavation design and installation.~~
   ~~2. Sheeting and shoring placed in the trench's pipe zone shall be left in place or cut off not lower than the top of pipe.~~

B. Trench Boxes
   1. It is the Contractor's responsibility to determine the necessity of using a trench box for excavation.
   2. Ride trench box above the top of pipe to maintain the design trench width up to the top of pipe.
   3. Protect the integrity of the pipe bedding.
   4. Care must be taken to ensure that movement of the trench box does not pull the pipe joints apart.

3.7 UTILITY BEDDING

A. Place the required depth of Bedding material on the trench subgrade that will rest below the utility bottom.
   1. Do not compact the Inner Bedding.
   2. Carefully excavate bell or coupling holes from this bedding layer so that the bells or couplings support no part of the load.

B. Install utility
   1. To line and grade as specified in the construction drawings.
   2. Refer to specific pipe material specification for installation requirements.

C. Place Haunch Bedding to the springline of the utility.
   1. Shovel slice material to occupy voids along the bottom circumference of the utility.

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2. Hand tamp material to minimize voids in lifts not exceeding 6 inches.

D. Place remainder of Bedding material, if specified, and hand tamp to minimize voids in lifts not exceeding 6 inches.

3.8 INITIAL BACKFILL

A. Inspect pipe and fittings prior to backfill.

B. Place Initial Backfill immediately after acceptance of utility Bedding compaction to protect the new utility installed.

C. Observe specific pipe manufacturer's recommendations regarding methods of backfilling and compacting.

D. Place Initial Backfill in lifts not exceeding 6 inches (loose thickness).

E. Simultaneously fill the trench on both sides of the pipe in such a manner that injurious side pressures do not occur such that the pipe could be displaced or dislodged.

F. Hand place, shovel slice, and hand tamp each lift of initial backfill solidly around and directly above the pipe.
1. Utilize hand tamping to compact materials around the pipe.
2. Do not use mechanical compaction equipment during Initial Backfill operations until material has been brought to 12 inches above the top of the pipe barrel.

G. Exercise extreme care in backfilling operations to avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, distortion or damage to newly made joints.

H. Compact the top of the Initial Backfill to not less than 95% of the maximum unit weight of the selected material as specified in Section 1.6.

I. Remove and replace utility if broken or damaged during backfill installation and compaction.

J. Repair damages, distortions, or misalignments that occurred during backfill installation and compaction, to the full satisfaction of the Owner.

K. Do not enclose or cover up any of the Work prior to required inspections and quality control testing.

3.9 FINAL BACKFILL

A. Place Final Backfill using mechanical compaction method in layers not to exceed 12 inches.

B. Compact each layer of Final Backfill to not less than 95% of the maximum unit weight of the selected material as specified in Section 1.6.

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C. It is the Contractor's responsibility to provide safe and secure access for testing personnel to complete the specified testing requirements.

D. Backfill to the top of the excavated trench and compact all pipe installed during the same day, prior to completion of the day's work to provide a firm continuous support and covering for the pipe.

E. Do not operate heavy equipment or use vibratory compaction methods over any pipe until it has been properly backfilled and compacted to minimum required maximum unit weight and has a minimum of 48 inches of cover.

F. Compaction by flooding the excavation is prohibited.

3.10 NON-CONFORMING WORK

A. Re-excavate trenches that have been improperly backfilled and replace and re-compact

B. Should any of the Work be so enclosed or covered up prior to compliance with the quality assurance requirements of these specifications, such Work shall be uncovered and after quality control testing, refilled and compacted all at no additional cost to the Owner.

C. Remove and replace pipe or structure sections that show excessive settlement or have been otherwise damaged by Contractor's operations at no cost to the Owner.

END OF SECTION

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SECTION 02511

HOT MIXED ASPHALT PAVEMENT

PART 1 GENERAL

1.1 SUMMARY

A. This Section shall include all work, materials, labor, and equipment necessary to furnish and install Hot Mix Asphalt (HMA) on a prepared base to the line, grade, thickness and cross-section in accordance with these specifications.

1.2 MEASUREMENT AND PAYMENT

A. **HMA, (type)…Ton**
The Owner will pay for the amount of HMA specified based on the weight placed, as supported by the weigh tickets supplied by the Contractor, and by the quality assurance yield calculations and mat thickness depth checks conducted by the Owner**. HMA, (type)** will be paid for at the contract unit price per ton bid as called for in the Contract Documents.

B. Bond coat payment shall be included in the payment of HMA, Ton.

C. Reductions to final pay amounts can be made for non-conforming work and HMA installation outside acceptable tolerances, as provided for in Section 3.6.

1.3 REFERENCES

A. Abbreviations and Acronyms
1. ASTM - American Society for Testing Materials
2. HMA – Hot Mix Asphalt
3. MDOT - Michigan Department of Transportation.
4. MIOSHA – Michigan Occupational Safety and Health Act
5. MMUTCD – Michigan Manual of Uniform Traffic Control Devices
6. JMF – Approved Job Mix Formula

B. Definitions
1. Subgrade – Portion of the earth grade upon which the pavement structure is placed.
2. Subbase – Layer of granular material placed on the subgrade as a part of the pavement structure.
3. Open Graded Drainage Course – Layer of specified open-graded aggregate material placed on the subgrade as part of the pavement structure.
4. Aggregate Base – Layer of dense graded aggregate material placed on a subgrade, subbase or open graded drainage course as part of the pavement structure.
5. HMA base course – Layer below the leveling course for pavements in which there are three specified layers.
6. HMA leveling course - Layer below the top course for pavements in which there are two or three specified layers.

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7. HMA top course – Layer that forms the pavement surface.
8. HMA patch – an HMA repair of a small localized defect in the pavement surface either as planned or as created by defective material that needs to be removed or replaced.

C. Where referenced, "MDOT Specifications" is a general term that shall include the current version of the MDOT Standard Specifications for Construction and all Supplemental Specifications, Special Provisions, and Errata existing at the time of the award of the Contract.

D. MDOT manuals that are referenced specifically by name shall be the current versions of said manuals existing at the time of the award of the Contract.

1.4 PREPRODUCTION MEETING

A. The Owner reserves the right to schedule a pre-production meeting. The pre-production meeting will be held a minimum of 7 calendar days prior to the start of HMA production and placement. The Owner will provide written notification to all parties a minimum of 14 calendar days prior to the meeting. Items of discussion shall include, but not be limited to:
1. Project safety.
2. Project mixture and testing Special Provisions.
3. Job Mix Formula.
4. HMA sampling and testing requirements and procedures.
5. Sequence of operations.
6. HMA placement methods.
7. The Contractor's HMA-QC Plan.
8. The roles and responsibilities of all parties involved in the work.
9. HMA acceptance criteria.
10. Project documentation.

1.5 SUBMITTALS

A. Submit Bond Coat supplier and manufacturer data that includes test results for the properties indicated in the Tables titled "Anionic (Cationic) Emulsified Asphalts" in the MDOT Specifications.

B. Submit documentation of Plant Certification for the current year – per Table 1-1.

C. Submit HMA Plant Scale Calibration Certificate for the current year.

D. Submit JMF for all HMA mixtures for review by the Owner prior to construction.
1. Submit the JMF on an MDOT Form 1911 that has been signed by an MDOT Traveling Bituminous Inspector for the current year and has been modified for this project or submit JMF on suppliers form (s) with the information listed per Table 1-1.
2. Submit performance graded binder test results from the current year if requested by the Owner.

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1.6 QUALITY CONTROL

A. Quality control of all materials used on the project and methods of installation shall be the responsibility of the Contractor. The Owner retains the right to perform random independent testing for the Owner's assurance the project is compliant at his tested locations however contract compliance remains the responsibility of the Contractor.

B. It shall be the responsibility of the Contractor to correct or suspend operations, if necessary, when the work is not in compliance with these specifications.

1.7 QUALITY ASSURANCE

A. The Owner will inspect, sample, test and evaluate the HMA for compliance to these specifications for the following:
   1. Delivery and Placement Temperature
      a. The Owner will make periodic checks for temperature using a calibrated thermometer or temperature gun at locations within the truck, paver hopper or within the mat at the discretion of the Owner.
      b. Refer to Section 3.5.A and Table 3-1 for allowable temperature ranges.
   2. Layer Thickness and Yield
      a. The Owner will conduct periodic mat thickness depth checks and yield calculations during placement of the HMA material.
      b. Lower layers of HMA base course are to be constructed to a tolerance of ± ¾ inch and final layers of base course constructed to a tolerance of ± 3/8 inch.
      c. HMA leveling course is to be constructed to a tolerance of ±¼ inch.
      d. HMA top course is to be constructed to a tolerance of ±1/8 inch.
      e. The cumulative pavement thickness shall be at least the planned thickness and not be more than ¼ inch greater than the planned thickness.
      f. The pavement thickness of a single course pavement shall be at least the planned thickness and not be more than ¼ inch greater than the planned thickness.
   3. Joint Quality: The Owner shall visually inspect the joint configuration and placement for tightness, smoothness and alignment to evaluate conformance to the requirements stated in Sections 3.5 C.5 and 3.5 D.
   4. Surface Texture (segregation)
      a. The Owner shall visually inspect the surface texture to evaluate conformance to the requirements of Section 3.5 C.6.
      b. Areas that visually appear to be segregated shall be evaluated by the Owner by taking a set of 6 to 15 tests with a nuclear density gauge in both the visually segregated area and in an adjacent non-segregated area with the mean value of density of the two areas compared using the MDOT BITSEG2 computer program.
      c. HMA that generates an output from the MDOT BITSEG2 program of "Remove and Replace, take corrective action" or "take corrective action" shall be considered to be segregated.
   5. Surface Smoothness: The Owner shall visually inspect and make measurements to evaluate conformance to the requirements of Section 3.5 C.6.

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6. Density
   a. HMA base, leveling and top course placed for both main line and hand patching shall be compacted to a minimum of 92.0% and a maximum of 96.0% of the density calculated from the theoretical maximum specific gravity (G_{mm}) indicated on the approved JMF for the mixture.
   b. The compaction percentage shall be determined by a calibrated nuclear density gauge.
   c. The compaction percentage may be determined by 6 inch diameter cores (using dried back weights) at the discretion of the Owner.
7. Longitudinal Joint Density
   a. Longitudinal Joints in HMA base, leveling and top course shall be constructed so that the density of the joint is a minimum of 84.0% of the density calculated from the theoretical maximum specific gravity (G_{mm}) indicated on the approved JMF for the mixture.
   b. The compaction percentage shall be determined by a calibrated nuclear density gauge centered on the line where the joint between the two adjacent lifts abut at the surface.
   c. Cores will not be permitted to establish the density and compaction % of longitudinal joints in HMA base, leveling or top course.
8. Mixture Properties
   a. The Owner shall obtain samples of the hot mixture from the plant and test the mixture to evaluate compliance to the JMF.
      1) A single sample shall be obtained from each day's placement for each mixture type being placed that is under 100 tons.
      2) Two samples shall be obtained from each day's placement for each mixture type being placed that exceeds 100 tons.
   b. The tested mixture properties shall be within the following tolerances during construction:
      1) Gradation of aggregate blend
         a) Each sieve shall be within the Uniformity Tolerance indicated in Table 3-3.
      2) Binder content
         a) Shall be within ± 0.5% of that indicated on the JMF
      3) Air Voids.
         a) Shall be within ± 1.0 % of the JMF value
      4) Voids in Mineral Aggregate (VMA)
         a) Shall be within ± 2.0 % of the JMF value

B. Testing Agencies: The Owner may employ an independent testing agency to do testing for in place density and mixture properties as directed by the Owner.

C. Destructive Testing: Destructive testing may be necessary during the term of the Contract to ensure that results as performed during the construction is deficient and warrants additional testing. The contractor shall be solely responsible for all costs incurred to perform destructive testing, including but not limited to the costs related to the testing of the areas suspected of failing to meet the contract requirements in a means approved by the Owner, to retain experts to direct the method of testing, oversee the testing, and assist in the resolution of the deficient areas solely at the contractors expense.

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PART 2 PRODUCTS

2.1 BOND COAT

A. Shall meet the requirements of type SS-1h as specified in the table Titled “Anionic Emulsified Asphalts” or type CSS-1h as specified in the table Titled “Cationic Emulsified Asphalts” in the current version of the MDOT Specifications.

2.2 HMA MIXTURES

A. Mixing Plants
1. Submit documentation of plant certification by MDOT. If certification cannot be provided, the Owner may request samples of the materials to be used to be provided and tested to verify the properties of the submitted JMF prior to HMA being placed. See Table 1-1.
2. Scales for weighing HMA mixtures must meet requirements of the section titled “Measuring Weight on Scales” of the MDOT Specifications.

B. Composition of Mixture
1. Provide the HMA mix type and the performance grade of asphalt binder as shown on the project plans and as described on the approved JMF.
2. Aggregates
a. Shall be natural aggregates, iron blast furnace slag, reverbatory blast furnace slag or steel furnace slag.
b. Gradation shall be within the range for each sieve size as indicated Table 2-1.
c. Physical Requirements shall be as indicated in Table 2-2.
d. The minimum Aggregate Wear Index (AWI) for aggregates used in HMA Top Course mixtures shall be 220, unless otherwise specified.
e. The Owner reserves the right to request test results for and/or sample and test aggregates used in HMA Mixtures to establish compliance to these requirements prior to or during the production of HMA mixtures.
3. Binder
a. Shall comply with the requirements indicated in Table 2-3.
b. Shall be from a supplier listed on the MDOT “Asphalt Binder Suppliers List” existing at the time of the contract award:
c. The Owner reserves the right to request test results for and/or sample and test binders used in HMA Mixtures to establish compliance to these requirements prior to or during production of HMA mixtures.
4. Mineral Filler
a. Shall be 3MF mineral filler consisting of limestone dust, dolomite dust, fly ash collected by an electrostatic precipitation method, slag, or hydrated lime.
b. Shall have a gradation with 100 percent passing the No. 30 sieve and 75 to 100 percent passing the No. 200 sieve.
c. Free carbon content of the fly ash sample shall not exceed 12 percent by weight as measured by the loss on ignition tests in accordance with ASTM C311.

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C. Mix Design Criteria and Volumetric Properties shall meet the requirements indicated in Table 2-4.

D. Reclaimed Asphalt Pavement (RAP) Substitution
1. Is limited to a maximum of 15% of the total mixture in HMA top course.
2. Is limited to a maximum of 30% of the total mixture in HMA leveling and base course.
3. Is limited to a maximum of 17% RAP binder by weight of the total binder in HMA mixtures where polymer modified binders are specified (designated P).
4. No adjustment shall be permitted for the binder grade selection.

2.3 PAVING EQUIPMENT

A. Paving equipment shall be in good working order and capable of constructing HMA pavement in accordance with the specifications. Should the HMA paving indicate that an equipment problem is causing the construction to be out of specification, the Owner has the right to request the equipment be repaired or replaced.

B. If maintaining traffic in the work area during construction, all self-propelled equipment within the construction influence area shall be with all safety devices as required by MIOSHA, MMUTCD, MDOT, or the local any governmental agencies within the construction influence area.

PART 3 EXECUTION

3.1 EXAMINATIONS

A. Each layer of HMA shall not be placed until the surface upon which it is to be placed has been inspected by the Contractor immediately prior to continuing construction.

B. The Owner provides independent testing at random locations to assist in determining the conditions at the point the test is performed, but the Contractor shall remain solely responsible for compliance to the contract provisions throughout the entire project area.

3.2 PREPARATION OF SURFACES

A. Subgrade
1. Grade subgrade to within one-half inch in ten feet of the design grade.
2. Compact the subgrade, to a depth of not less than nine inches, to not less than 95% of the maximum unit weight as determined by the method described in the MDOT Density Testing and Inspection Manual appropriate for the subgrade material. The Owner may require the maximum unit weight to be determined by ASTM D1557 or by other methods.
3. Proof roll all subgrade using rubber-tired equipment of sufficient size and weight, as determined by the Engineer, to identify any soft or yielding soils that require undercutting.
4. Undercut and replace soft or yielding soils in the subgrade using the specified materials and to the limits as directed by the Engineer.

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B. Aggregate Base
1. Place the aggregate base to the line and grade as shown on the contact documents to within a tolerance of +/- 3/8 inch, unless otherwise specified.
2. Compact the aggregate base to not less than 98% of the maximum unit weight as determined by the method in the MDOT Density Testing and Inspection Manual appropriate for the aggregate base material. The Owner may require the maximum unit weight to be determined by ASTM D 1557 or by other methods.

3.3 BOND COAT

A. Uniformly apply bond coat to the surfaces against which new HMA is to be placed with a pressure distributor.

B. The surfaces against which new HMA is to be placed shall be clean and dry. Contact surfaces that have become coated with dust, sand, or other objectionable material shall be cleaned by brushing, blowing with compressed air, or cut back with an approved power saw or other mechanical means to achieve a smooth clean edge, as directed by the Owner.

C. The bond coat shall be applied far enough in advance of placement of the fresh mixture to insure adequate curing. Reapplication of the bond coat may be required at the direction of the Engineer if it becomes contaminated prior to placement of the HMA mixture.

D. At no time shall bond coat be applied to the vertical face of concrete curb and gutter or monolithically poured face curb.

3.4 TRANSPORTATION OF MIXTURES

A. Each load of HMA mixture delivered to the project shall be weighed to the nearest 20 pounds on a certified scale having an automatic print out system.

B. Trucks used for hauling HMA mixtures shall have tight, clean, smooth beds and shall be adequately covered to protect from the weather and foreign objects.

C. Trucks used to haul HMA mixtures when the air temperature is below 50 degrees F. shall be insulated. The insulation shall be continuous along the bottom and four sidewalls.

D. A release agent, as permitted by the Owner shall be applied to the hauling units with atomizing spray equipment. Excessive use of release agent will be cause for rejection of the load.

3.5 INSTALLATION

A. HMA Delivery at Site
1. The temperature of the HMA mixture discharged from the hauling unit shall be within the ranges indicated in Table 3-1 unless otherwise approved by the Owner or they may be rejected.
2. Where there is no range specified in Table 3-1 for surface temperature and layer thickness, placement shall not be permitted unless approved by the Owner.
3. Any load having a temperature below 250 degrees or above 350 degrees in the hauling unit will be rejected.

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B. Temperature of Surfaces Prior to Placement – See Table 3-1

C. Placing HMA Mixtures

1. Pavers
   a. HMA shall be placed by an approved self-propelled mechanical paver to such a depth that when compacted it will have the thickness specified or as directed by the Engineer. The mixture shall be dumped into the center of the hopper and care shall be exercised to avoid overloading the paver and spilling the mixture.
   b. Pavers will be required to have an automatically controlled and activated screed and strike off assembly except when placing HMA mixtures for:
      1) Variable width sections.
      2) The first course of an HMA base course mixture on a subgrade, subbase or aggregate base.
      3) HMA base course mixtures for shoulders and widening less than 10.5 feet in width or as directed by the Owner.
2. HMA Shoulders: Shoulder widths within the tolerance of the equipment shall be placed with the main line HMA Top Course mixture. Shoulder widths exceeding the capabilities of the equipment shall be placed with an acceptable paver as directed by the Owner.
3. HMA Wedging
   a. When necessary to take out irregularities in the existing road surface, wedging with HMA mixture shall be done by placing several layers with the paver.
   b. The nominal maximum aggregate size for the material used shall not exceed ¾ inch and the maximum lift thickness shall be 2 inches. HMA Mixtures 2C, 11A and 700B will not be permitted for wedging.
   c. Any corrections made by wedging with HMA mixture shall be placed, compacted, and allowed to cool prior to placing leveling, or top course mixtures. If the surface temperature of the wedging material falls below 150° F then a bond coat shall be applied prior to placement of the next layer of pavement.
4. HMA Lift Thickness
   a. HMA base course shall not be placed in lifts exceeding 3 inches, compacted, unless otherwise approved by the Owner. Approval to place lifts in excess of 3 inches will be based on the ability of the Contractor to place and compact the HMA base course mixture to the required density, cross section, and within the specified tolerances
   b. When the lift thickness exceeds 2 inches for HMA top course mixtures and 2 ½ inches for HMA leveling course mixtures, the pavement shall be constructed in two or more courses, unless otherwise specified in the contract documents.
5. HMA Joints
   a. When placing the HMA top course, or the top 2 courses of multi-level pavement on the traveled portion of the roadway, the paving operation shall be conducted in a combination of widths which will cause the final course longitudinal joint lines to coincide with the proposed painted lane lines.
   b. In placing HMA mixture adjacent to all joints, hand raking or brooming will be required to provide a dense smooth connection.

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c. All joints shall have the same texture and smoothness as other sections of the layer.

d. The interface between the HMA mixture and concrete surfaces shall be full depth saw cut to a minimum width of ¼ inch and sealed with a hot poured rubber sealant.

e. Transverse Joints

1) The roller shall pass over the unprotected end of freshly placed mixture only when placing of the layer is discontinued or when delivery of the HMA mixture is interrupted.

2) In all cases, the edge of the previously placed layer shall be cut back to expose a clean, even, vertical surface for its full thickness.

3) In continuing placement of a strip, the mechanical hot mixture will be spread to obtain a joint after rolling which conforms to the required density and smoothness specified.

f. Longitudinal Joints

1) Longitudinal joints shall be vertically aligned to be within 1 inch of the underlying course and aligned with the final pavement markings.

2) Edges of previously placed strips that have cooled or are irregular, honeycombed, poorly compacted, damaged, or otherwise defective, and unsatisfactory sections of the joint shall be cut back to expose a clean, sound, vertical surface for the full thickness of the course as directed by the Owner.

3) When placing HMA over a concrete pavement, the longitudinal joints shall align with the joints in the concrete pavement. It shall be the responsibility of the contractor to provide the precise location of the existing longitudinal joints prior to placement of the HMA. In no case shall the variance between the underlying longitudinal joints and the HMA longitudinal joints exceed 1 inch. The longitudinal joints in the HMA shall be saw cut and sealed with hot poured rubber sealant.

g. When the temperature of the previously placed HMA mixture mat falls below 170 degrees F. The edges of the previously placed HMA mixture mat shall be coated with bond coat material before the new HMA mixture is placed on the adjacent section.

6. HMA Surface.

a. A sufficient number of experienced shovelers and rakers shall follow the machine, adding hot HMA mixture and raking the HMA mixture as required to produce a course that, when completed, will conform to all requirements specified herein. Broadcasting or fanning of HMA mixture over areas being compacted will be permitted for HMA base and leveling course but shall not be permitted for HMA top course.

b. In areas where the use of machine spreading is impractical, the HMA mixture shall be spread in a manner to prevent segregation.

D. Rolling and Compaction of HMA Mixtures

1. Rollers and Rolling – General

a. Use roller type indicated in Table 3-2 for the appropriate application.

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b. The Contractor shall provide an adequate number of rollers so as to achieve the minimum required density and finish, adjusting the speed of the paving operation as needed.

c. Pneumatic-tired rollers shall not mark or rut the surface or displace the pavement edges. The pneumatic tired roller shall be ballasted to obtain the required ground contact pressures as directed by the Owner. In order to obtain a uniformly textured mat and the desired in place density, the Owner may direct the Contractor to correct any deficiencies that arise at any time during the rolling operations. The roller operations shall be conducted in such a manner as to prevent scuffing or chatter marks in the pavement surface.

d. Steel rollers wheels shall be kept properly moistened with water but usage of an excess is prohibited. Pneumatic tired rollers shall be inspected and be verified to be clean.

e. Rolling of the HMA mixture shall begin as soon after placing as it will bear the roller without undue displacement, picking up the mat or cracking. Rolling can start longitudinally at the extreme sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drive wheel of the roller. Alternate passes of the roller shall be of slightly different lengths. The maximum roller speed shall not exceed the manufacturer's recommended speed for the type of mixture or thickness of layer being placed. At no time shall the roller finish perpendicular to the direction of travel.

2. Rolling and Compacting Unsupported Edges: When placing the HMA Mixture at an unsupported edge, the drum on the first pass at an unsupported edge shall be 3 inches to 6 inches inside the unsupported edge. On the second pass at an unsupported edge the drum shall extend over the unsupported edge by approximately 6 inches. The drum shall not run on the edge or directly inside the unsupported edge.

3. Rolling and Compacting Joints: When placing the HMA mixture in a lane adjoining a previously placed lane (longitudinal joint), the mixture shall be placed such that it uniformly overlaps the first lane by a maximum of two inches and is placed at a height above the cold mat equal to the breakdown roller depression on the hot mat. Compact the longitudinal joint by rolling from the hot side, keeping the edge of the roller approximately 6 inches to 8 inches inside the cold joint for the first pass. For the second pass of the roller, compact the joint from the hot side while overlapping the cold side by 6 inches to 8 inches.

4. Rolling and Compacting Areas of Limited Accessibility: In all places not accessible to the roller and less than 3 feet in width, the hot HMA mixture shall be compacted by vibratory plate compactors or by other means approved by the Engineer. Skin patching on an area that has been rolled will not be permitted.

5. HMA Surfaces

a. After final rolling, the surface may be tested by the Owner using a 10 foot straight edge supported on equal size blocks 1 inch or greater in thickness at each end at selected locations. The variation of the surface from the testing edge of the straight edge between any two contacts with the surface shall at no point exceed:

1) Three-eighths inch for HMA base course.
2) One-quarter inch for HMA leveling course.
3) One-eighth inch for HMA top course.

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b. Finish rolling on the top course shall continue until all roller marks are eliminated.
c. No traffic shall be allowed on the surface being placed until rolling has been completed and the surface has cooled sufficiently to prevent damage from traffic.

3.6 NON-CONFORMING WORK

A. If it is determined by the Owner that the work is outside acceptable tolerances or to be non-conforming work per these specifications, the Contractor will be notified and allowed to make any necessary corrections to their operations. Should the Contractor fail to make the necessary corrections as requested, the Owner will determine the best course of action to correct which could include reducing final payment or hiring outside forces, at the Contractor's expense, to correct. The Contractor shall submit to the Owner for review the means and methods to make deficient areas compliant. Corrections shall be made based on these as directed by the Owner.

B. Non-Conforming Work - Identified during construction.
1. Temperature: HMA shall be rejected per Section 3.5A. If the HMA is placed it shall be either removed or replaced or if acceptable to be left in place by the Owner, a 25% reduction in payment will be assessed.
2. Layer Thickness shall meet contract documents. Additional layers shall not be placed until resolved. Resolution may require removal and replacement, adjustments in placement of the next layer or grinding.
3. Yield: Additional course shall not be placed until resolved.
4. Joint Quality: If found to be deficient, the Contractor may be required to saw cut and seal the joint with hot poured rubber sealant or may be required to remove and replace the full width of pavement in the affected areas.
5. Surface Texture (Segregation): Remove and replace to the full lane width in the affected area.
6. Surface Smoothness: Remove and replace to the full lane width in the affected area.
7. Density
   a. Remove and replace to the full lane width in the affected area.
   b. If in lower courses do not place additional courses until resolved
8. Longitudinal Joint Density
   a. Remove and replace to the full width of the pavement in the affected area.
9. Mixture Properties: Test second sample, if obtained, for mixture. If second sample tests do not concur with first sample for the properties that are out of specification, no action is required. If second sample test results concur with first sample for the properties that are out of specification either remove and replace the affected HMA or if acceptable to be left in place by the Owner, a 25% reduction in payment will be assessed.

C. Non-Conforming Work - Identified during the warranty period.
1. Joint Quality: Saw cut and seal the joint with hot poured rubber sealant or remove and replace the full width of pavement in the affected areas.
2. Surface Texture (Segregation): Remove and replace the full lane width in the affected area.

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3. Rutting and/or Flushing: Remove and replace the full lane width in the affected area.
4. Cracks
   a. For transverse cracks, either route and seal the crack with hot poured rubber sealant or remove and replace with a patch wide enough to accommodate the equipment needed to achieve the required density.
   b. For random cracks remove and replace to the full lane width of the pavement in the affected area.
   c. For edge cracks remove and replace to a width of at least three feet along the affected area

END OF SECTION

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Table 1-1. Requirements for HMA Mixture Submittals

Job Name, HMA Supplier, and HMA Mixture Type
Plant No. and Plant Location
MDOT Form 1911for plant with Traveling Mix Inspector signature and Plant Certification Date for current year.

Aggregate Pit No., Type and Blend %
Aggregate Gradation -Each and Combined
Aggregate Crushed %
Aggregate Soft Particle%
Aggregate Angularity Index
Aggregate L.A. Abrasion
Specific Gravity of Combined Aggregate, G_{sb}
Aggregate Wear Index

Binder Supplier and MDOT Certifier Number
Binder Virgin Grade and Final Grade
Binder Specific Gravity
% Binder from RAP
% New Binder Added

Mix Properties at Test Points 4 (minimum) and Optimum Binder Content

Binder Content, %
Bulk Specific Gravity, compacted
Theoretical Maximum Specific Gravity
Air Voids, %
Voids in Mineral Aggregate, % (VMA)
Voids Filled with Asphalt, % (VFA)
Stability (LBS)
Flow (.01 In)

Worksheets

Regression Analysis for Marshall Mix Design
Bulk Specific Gravity Worksheet – Marshall Specimens
Theoretical Maximum Specific Gravity Worksheet

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Table 2-1. Master Gradation Ranges for Aggregate Blend for HMA Mixtures

HMA Mixture	2C	11A	3C	4C MOD	13A MOD	36A MOD
% Passing 1 ½ inch	100	100				
% Passing 1 inch	91-100	90-100	100			
% Passing ¾ inch	90 max	70-95	91-100	100	100	
% Passing ½ inch	78 max	55-85	90 max	91-100	75-95	100
% Passing 3/8 inch	70 max	40-80	77 max	90 max	60-90	92-100
% Passing No. 4	52 max	25-65	57 max	67 max	45-80	65-90
% Passing No. 8	15-40	15-50	15-45	15-52	30-65	55-75
% Passing No. 16	30 max	10-40	33 max	37 max	20-50	
% Passing No. 30	22 max	7-32	25 max	27 max	15-40	25-45
% Passing No. 50	17 max	5-20	19 max	20 max	10-25	
% Passing No. 100	15 max	4-12	15 max	15 max	5-15	
% Passing No. 200	3-6	3-6	3-6	3-6	3-6	3-10

Note: RAP for HMA Mixture 4C MOD is limited to 15% of the total mixture
RAP for HMA Mixtures 13A MOD and 36A MOD is limited to 15% of the total mixture when used for HMA top course (Section 2.2.D).

Table 2-1. Master Gradation Ranges for Aggregate Blend for HMA Mixtures

HMA Mixture	700B MOD	1100L MOD	1100T MOD	1300L MOD 1300T MOD	1500L MOD 1500T MOD
% Passing 1 ½ inch	100				
% Passing 1 inch	80-100				
% Passing ¾ inch		100	100	100	
% Passing ½ inch		90-100	90-100	90-100	100
% Passing 3/8 inch	55-90	65-95	65-95	65-95	92-100
% Passing No. 4				55-75	65-90
% Passing No. 8	30-55	45-70	45-70	45-70	55-75
% Passing No. 16					
% Passing No. 30	15-40	20-45	20-45	20-45	25-50
% Passing No. 50					
% Passing No. 100					
% Passing No. 200	3-10	3-10	3-10	3-10	4-10

Note: RAP for HMA Mixtures 1100T MOD, 1300T MOD and 1500T MOD is limited to 15% of the total mixture (Section 2.2.D.).

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Table 2-2. Physical Requirements for Aggregates for HMA mixtures

HMA Mixture	2C	11A	3C	4C MOD	13A MOD	36A MOD
Crushed, %, min, MTM 117	90	90	90	90	90	90
Soft Particle, %, max, MTM 110 (a)	12.0	12.0	12.0	8.0	12.0/8.0 (b)	8.0
Fine Aggregate Angularity, min, MTM 118 (c)	4.0	2.5	4.0	4.0	2.5	3.0
L.A. Abrasion, % loss, max, MTM 102, (d)	40	40	40	40	40	40
Sand Ratio, max (e)	-	-	-	-	50	50

(a) Soft particles maximum is the sum of the shale, siltstone, friable sandstone, ochre, coal, clay-ironstone and any particles that are structurally weak or are non-durable in service.
(b) When HMA mixture is used for HMA leveling or base course /HMA top course
(c) The angularity index of the blended aggregate must meet the minimum requirement. In mixtures containing RAP, the required minimum angularity index must be met by the virgin material.
(d) For the composite mixture. Each individual aggregate must be less than 50.
(e) Percent of material passing the No. 4 sieve as a percent of the percent of material passing the No. 30 Sieve.

Note: RAP for HMA Mixture 4C MOD is limited to 15% of the total mixture
RAP for HMA Mixtures 13A MOD and 36A MOD is limited to 15% of the total mixture when used for HMA top course (Section 2.2.D).

Table 2-2. Physical Requirements for Aggregates for HMA mixtures

HMA Mixture	700B MOD	1100L MOD	1100T MOD	1300L MOD 1300T MOD	1500L MOD 1500T MOD
Crushed, %, min, MTM 117	25	40	90	90	90
Soft Particle, %, max, MTM 110 (a)	12.0	12.0/8.0 (b)	12.0/8.0 (b)	12.0/8.0 (b)	12.0/8.0 (b)
L.A. Abrasion, % loss, max, MTM 102 (c)	40	40	40	40	40

(a) Soft particles maximum is the sum of the shale, siltstone, friable sandstone, ochre, coal, clay-ironstone and any particles that are structurally weak or are non-durable in service.
(b) When HMA mixture is used for HMA base or leveling course /HMA top course
(c) For the composite mixture. Each individual aggregate must be less than 50.

Note: RAP for HMA Mixtures 1100T MOD, 1300T MOD and 1500T MOD is limited to 15% of the total mixture (Section 2.2.D.)

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Table 2-3. Specifications for Performance Graded Binder

Binder Designation	PG 52-22	PG 58-22	PG 64-22	PG 70-22	PG 52-28	PG 58-28	PG 64-28	PG 58-34
Average 7-day Max. Pavement Design Temp, °C	52	58	64	70	52	58	64	58
Minimum Pavement Design Temp, °C	-22	-22	-22	-22	-28	-28	-28	-34
Original Binder								
Flash Point Temp, T48/D92 Min, °C	230	230	230	230	230	230	230	230
Viscosity, T316/D4402: Max 3 Pa•s, Test Temp, °C	135	135	135	135	135	135	135	135
Dynamic Shear, T315/D7175: G*/sin θ, Min 1.00 kPa, Test Temp, °C at 10 rad/s	52	58	64	70	52	58	64	58
Rolling Thin Film Oven (T240/D2872)								
Mass Loss, Max, %	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Dynamic Shear, T315/D7175: G*/sin θ, Min 2.20 kPa, Test Temp, °C at 10 rad/s	52	58	64	70	52	58	64	58
Pressure Aging Vessel Residue (R28/D6521)								
PAV Aging Temp, °C	90	100	100	100	90	100	100	100
Dynamic Shear, T315/D7175: G*sin θ, Max 5000 kPa, Test Temp, °C at 10 rad/s	19	22	25	28	16	19	22	16
Physical Hardening (a)	Report	Report	Report	Report	Report	Report	Report	Report
Creep Stiffness T315/D6648 S Max, 300 MPa M-value, Min 0.300 Test Temp, °C at 60 s (b)	-12	-12	-12	-12	-18	-18	-18	-24
Direct Tension T314/D6723 Fail, Strain Min 1.0% Test Temp, °C at 1.0 mm/min	-12	-12	-12	-12	-18	-18	-18	-24

(a) Physical hardening is performed on a set of asphalt beams except the conditioning time is extended to 24h ± 10 min at 10% C above the minimum performance temperature. The 24 h stiffness and m-value are reported for information purposes only

(b) If the creep stiffness is below 300 MPa, the direct tension tests are not required. If the creep stiffness is from 300 MPa to 600 MPa, the direct tension failure strain requirement can be used in lieu of the creep stiffness requirement. The m- value requirement must be satisfied in both cases

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Table 2-4. Mix Design Criteria and Volumetric Properties

HMA Mixture	2C	11A	3C	4C MOD	13A MOD	36A MOD
Target Air Void, %	3.00	3.00	4.00	4.00	4.00/3.00 (a)	4.00/3.00 (a)
VMA, min, (based on G_{sb})	11.00	11.00	13.00	14.00	14.00	15.00
VFA	65-78	65-78	65-78	65-78	65-78	65-78
Fines to Binder Ratio, max (b)	1.2	1.2	1.2	1.2	1.2	1.2
Flow (.001 inch)	8-16	8-16	8-16	8-16	8-16	8-16
Stability, lbs, min	1200	1200	1200	1200	1200	1200

(a) Target Air Void may be reduced to 3.00% for low volume roads for HMA mixture 13A and 36A if designated in the contract documents.

(b) Ratio of aggregate passing the No. 200 sieve to total asphalt binder content by weight including fines and binder content contributed by RAP

Note: RAP for HMA Mixture 4C MOD is limited to 15% of the total mixture
RAP for HMA Mixtures 13A MOD and 36A MOD is limited to 15% of the total mixture when used for HMA top course (Section 2.2.D).

Table 2-4. Mix Design Criteria and Volumetric Properties

HMA Mixture	700B MOD	1100L MOD	1100T MOD	1300L MOD 1300T MOD	1500L MOD 1500T MOD
Target Air Void, %	4.00	3.00	3.00	3.00	3.00
VMA, min (based on G_{sb})	13.00	13.50	13.50	14.00	14.00
VFA	65-78	65-78	65-78	65-78	65-78
Fines to Binder Ratio, max (a)	1.2	1.2	1.2	1.2	1.2
Flow (.001 inch)	8-16	8-16	8-16	8-16	8-16
Stability, lbs, min	700	1100	1100	1300	1500

(a) Ratio of aggregate passing the No. 200 sieve to total asphalt binder content by weight including fines and binder content contributed by RAP

Notes:
Measure and/or calculate volumetric properties from specimens made using a 50 blow Marshall Hammer per the Asphalt Institute Manual MS-2.
Measure the density of the Marshall specimens per ASTM D 2726.
Measure the Maximum Specific Gravity per ASTM D 6857.
Measure Flow and Stability of Marshall specimens per ASTM D 5581.
RAP is limited to 15% of the total mixture for HMA Mixtures 1100T MOD, 1300T MOD and 1500T MOD (Section 2.2.D).

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Table 3-1. HMA Mixture Placement Temperatures

Temperature of Surface Being Overlaid, Deg F	Layer Thickness		
	1 inch and under	1 inch to 2 inches	Over 2 inches
	Target Placement Temperature Deg F		
35-39			310 - 350
40-49		310 - 350	295 - 335
50-59	310 - 350	295 - 335	280 - 320
60-69	295 - 335	280 - 320	265 - 305
70-79	280 - 320	265 - 305	250 - 290
80-89	265 - 305	250 - 290	250 - 290
90 and over	250 - 290	250 - 290	250 - 290

Air temperature must be 40 deg F and rising for the placement of HMA.

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Table 3-2. Roller Type Application Chart

Roller Type	HMA base course	HMA leveling course	HMA top course	Pinching Joints
Pneumatic-tired	Initial Compaction only	Initial Compaction only	No	No
Tandem Steel Wheeled – Vibratory mode	Initial Compaction only	Initial Compaction only	Initial Compaction only	No
Tandem Steel Wheeled – Static mode	Initial and/or Final Compaction	Initial and/or Final Compaction	Initial and/or Final Compaction	Initial and/or Final Compaction

Table 3-3. Uniformity Tolerance Limits for Aggregate Blends

Parameter	Top and Leveling Courses	Base Course
% Passing # 8 and Larger Sieves	± 8.0	± 9.0
% Passing # 30 sieves	± 6.0	± 9.0
% Passing #200 Sieve	± 2.0	± 3.0

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SECTION 02660

WATER SERVICES (GENERAL)

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the general requirements and material standards for water service lines, connections and other appurtenances used in potable water supply systems. This Section also includes the requirements related to the installation of these items, as well as general items related to water service line construction.

B. Related Requirements
1. Section 01220 – Bid Item Description
2. Section 02315 – Utility Trenching, Backfill and Compaction
3. Special Provision for As-Needed Service Line Replacement

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment information for materials and work items specified in this Section are detailed in Section 01220 – Bid Item Description.

B. The costs for all required bacteriological sampling from water supply system shutdowns due to contractor error will be borne by the contractor, otherwise, the costs for testing will be borne by the Owner of the water supply system.

1.3 REFERENCES

A. Abbreviations and Acronyms
1. ANSI – American National Standards Institute (www.ansi.org)
2. AWWA - American Water Works Association (www.awwa.org)
3. NSF – National Sanitation Foundation
4. ASTM – American Society for Testing and Materials
5. DIPRA – Ductile Iron Pipe Research Association

B. Definitions
1. Working Pressure – the maximum anticipated, sustained operating pressure applied to the pipe exclusive of transient and surge pressures, also referred to as Maximum Allowable Operating Pressure.
2. Surge Pressure – the transient internal hydrostatic pressure that the pipeline is subjected to because of pressure waves created by the conveying fluid's velocity change.
3. Test Pressure – the internal hydrostatic pressure specified in the contract documents to which the pipeline will be subjected to during the hydrostatic pressure test and testing allowance test.
4. Restrained Joint –a type of joint designed to resist forces that act to separate a joint, such as thrust caused by internal pressure, external pulling forces, etc. Standard

push-on and mechanical joints by themselves do not provide significant restraint against axial thrust forces.

C. Reference Standards
1. ANSI/AWWA (www.awwa.org)
a. ANSI/AWWA C800 – Underground Service Line Valves and Fittings

2. Unless otherwise specified, references to documents shall mean the latest published edition of the referenced document in effect at the bid date of the project.

1.4 SUBMITTALS

A. Manufacturer's specific technical data with the physical properties of service line piping, curb stops, corporation stops, curb boxes, tapping sleeves, fittings and other appurtenances to be used on the project.

B. Hydraulic cement for interior concrete foundation or slab repair/sealing. Refer to Special Provision for As-Needed Water Service Line Replacement.

C. Certificates of Compliance with Specifications shall be furnished for all materials to be supplied.

1.5 QUALITY ASSURANCE

A. Provide a list of all suppliers of service line, fittings, valves and all other applicable water system materials

B. Provide the Owner with a Certificate of Intent of Compliance prior to material delivery.
1. Certificate shall certify that all materials supplied for the work will be manufactured, tested and inspected in accordance with the contract documents.

C. Following the delivery of the materials the supplier shall provide the Owner with a Certificate of Compliance.
1. The Certificate shall certify that all materials supplied have been manufactured, tested and inspected in accordance with the contract documents.

D. Each of the above Certificates shall include the following:
1. Suppliers name
2. Mailing address;
3. Project title,
4. Description of each material supplied,
5. Statement that all materials will be (or have been) manufactured, tested and inspected in accordance with the contract documents for the project and shall be signed and notarized.

E. All of the above shall be provided at the Contractor's expense.

F. Visually inspect all piping, valves, unions, corporations stops, curb boxes, fittings and other materials delivered to the project site for compliance with the specifications and physical condition. Any non-compliant or defective materials shall be immediately removed from the project site.

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PART 2 PRODUCTS

2.1 WATER SERVICE LINES

A. Type 'K' Copper
1. Unless otherwise indicated on the Drawings, Type 'K" copper services are to be used for new water service line installations.
2. CTS type 'K' tubing in conformance with ASTM B88.

B. High-density polyethylene (HDPE)
1. Conforms with ASTM D3035 and AWWA C901 (3/4 inch through 3 inch) standards.
2. Produced from resins that meet or exceed the requirement of ASTM D3350, designation PE4710, that meets or exceeds a cell classification of PE445574C/E per ASTM D3350.
3. NSF/ANSI 61 listed by the manufacturer and bear the NSF logo or mark.
4. CTS DR9 for the nominal diameter, at a minimum

C. The use of plastic service lines, if authorized, must be accompanied by verification that the premises in which the service is connected has an electrical service that is not grounded to the existing premise plumbing.

D. All water services shall be a minimum of one (1) inch in diameter or shall match existing diameter whichever is larger.
1. Services lines less than one (1) inch in diameter shall only be used upon written authorization by the Owner.

2.2 CORPORATION STOPS

A. Manufacturers
1. Refer to Service Line Materials Guidance Document for specific material selections per member community.

B. Bronze cast bodies, keys, stem washers and nuts and inlet threads conforming to AWWA C800

C. Corporation stops to be AWWA/CC taper thread inlet by flare copper outlet unless otherwise indicated

D. Provide the following size corporation stops where indicated on the Drawings and standard details sheets:
1. Less than 16-inch diameter water main; 1-inch diameter corporation stop
2. 16-inch diameter water main and larger; 2-inch diameter corporation stop

E. Manufacturers
1. Refer to Service Line Materials Guidance Document for specific material selections per member community.

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2.3 SERVICE LINE TAPPING SADDLES

A. Manufacturers
   1. Refer to Service Line Materials Guidance Document for specific material selections per member community.

B. Corporation stops 2-inch diameter and larger on iron pipe requires installation with a heavy-duty ductile iron double strap service saddle.

C. Corporation stops on plastic pipe requires the use of coated ductile iron service saddle with double stainless-steel straps.
   1. Service saddles shall have a ductile iron body, fusion plastic coated, and double, stainless steel straps meeting the requirements of AWWA C800.
      a. Straps, bolts, nuts and washers shall stainless steel 18-8 Type 304.
      b. Passivate all welds for resistance to corrosion
      c. Minimum working pressure of 250 psi
      d. Service saddles on pipe less than 14-inches in diameter
         1) Minimum combined strap width of 3-1/4-inches
      e. Service saddles on pipe from 14-inch to 24-inch in diameter
         1) Two straps a minimum of 2-3/4 inches wide

D. Tapping saddles on pipe diameters less than 16 inch in diameter and for corporation stops less than 2 inch in diameter are to be used only upon authorization of the Owner.

2.4 CURB STOP VALVES

A. Manufacturers
   1. Refer to Service Line Materials Guidance Document for specific material selections per member community.

B. Bronze cast bodies, ball, keys, stems, and outlet and inlet threads conform to AWWA C800

C. Valves to be non-directional and watertight with flow in either direction

D. Insulated valves are required when connecting dissimilar metal piping unless otherwise indicated.

E. Match the curb stop valve size to the diameter of the service line, public or private, whichever is larger.

2.5 CURB STOP VALVE BOX (LESS THAN 3”)

A. Manufacturers
   1. Refer to Service Line Materials Guidance Document for specific material selections per member community.

B. Two-piece cast iron valve box furnished with a two-hole pattern cast iron lid.
   1. Provide telescoping upper that is adjustable to allow for adjustment to final grade.

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2.6 Tracer Wire

A. Provide tracer wire with HDPE services as follows:
1. Solid or multi-strand copper or copper-clad steel encased within an HDPE jacket designed for 600-volt applications with a 45 mil minimum thickness designed specifically for use in direct burial applications.
a. Jacket color shall be blue per APWA color coding convention.
b. Minimum tensile strength/break load of 2,500 pounds, and shall be specifically designed for trenchless applications.
2. For other installation methods, use 10 AWG copper wire with a minimum 30 mil coating.
3. The minimum thickness at any point along the tracer wire shall not be less than 90% of the specified average thickness in compliance with UL 83.
a. UL 83 specification shall be clearly marked on the wire insulation.

B. Provide test stations that are compatible with Owner's locating equipment.
1. For test stations not located within a valve box, provide a heavy-duty tracer box with cast iron cover.
2. Tracer boxes in pavement shall be flush-mounted and rated for traffic.

C. Attach tracer wire to the service line at 5-foot intervals along the full length between test stations.
1. Utilize plastic cable ties or Owner approved alternative to attach the tracer wires to the piping.
2. The use of tape is prohibited.

D. Provide manufactured connectors that are rated for direct burial, have a dielectric gel and are sealed.

E. Provide magnesium anodes for grounding of all dead ends of tracer wire not brought to a test station.

F. Check tracer wires for continuity prior to placing the water service into service.

PART 3 EXECUTION

3.1 DELIVERY, HANDLING, AND STORAGE

A. Deliver and unload materials in a manner such that damage to those materials or coatings is prevented. Materials found to be damaged at the point of installation will be rejected and must be removed from the project site.

B. Handle and store pipe in accordance with manufacturer's recommendations

C. Materials shall only be stored in areas designated by the Owner. Security for stored materials is the responsibility of the Contractor.

3.2 EXCAVATION

A. Complete trenching and excavation in accordance with Section 02315.

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3.3 INSTALLATION OF SERVICE LINE

A. Install service line piping in conformance with the approved methods described in the Special Provision for Service Line Replacement.

B. Install service line at depths to provide a minimum cover of five and one half (5-1/2) feet over the top of piping unless otherwise approved by the Owner.

3.4 BACKFILLING

A. Backfill excavations in accordance with Section 02315.

B. Backfill all excavations within the public right-of-way and within the influence of any paved surfaces with Class II compacted sand in accordance with Section 02315.

C. Backfill any excavations outside the public right-of-way and not within the influence

3.5 CORPORATION STOP

A. Direct corporation stop taps to iron pipe will be allowed only upon approval of the Owner.
1. Complete taps in accordance with the manufacturer's guidelines.

B. Corporation stop taps to all other pipe materials will require a saddle.

3.6 SERVICE LINE CONECTION SADDLE

A. Clean pipe and lubricate gasket.

B. Install saddle in accordance with manufacturer's recommended instructions.

C. Corporation stop installation must not force the pipe away from the gasket seal.

D. Pipe coupon must be removed from pipe.

E. Recheck saddle torque after corporation stop installation and tighten as necessary.

3.7 CURB STOP VALVES & VALVE BOX

A. Install curb stop valve plumb with the valve stem pointing towards the surface.

B. Provide a base to support the bottom of the valve.
1. Support valve base on a 6-inch thick crushed aggregate base, 6AA stone or approved equal.

C. Install curb box base so that it does transmit loads or stress to the valve or water service
1. Install the foot piece beneath the curb stop, if applicable, and the curb box base over the curb stop onto the foot piece
2. Encase the curb box base in suitable open-graded crushed stone in accordance with Section 02315.

D. Install valve box plumb and centered over the valve.

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E. Adjust valve box cover height to match finished grade.
   1. Review plumbness of valve box and accessibility of curb stop valve after backfilling and correct any deficiencies prior to final restoration.

3.8 TESTING

A. Hydrostatic and bacteriological sampling is not required for the new service line after a service line replacement is completed and the service line is adequately flushed.

B. Verification testing is required when the water supply main is depressurized during the performance of a service line replacement.
   1. Depressurized sections of water main are required to be bacteriologically tested prior to lifting a boil water advisory.

C. Thoroughly flush the portion of the system that was depressurized unidirectionally so as not to flush stagnant water through the supply system.

D. Disinfect water main in accordance with ANSI/AWWA C651 and conduct bacteriological testing of water samples taken from the pipeline.
   1. Provide chlorination and bacteriological testing plan to the Owner prior to initiating chlorination.
      a. Indicate method of chlorination.
      b. Indicate the number and location of sampling points
      c. Indicate the schedule of sampling
   2. Following chlorination, all treated water shall be thoroughly flushed from the main.
      a. The treated water will be considered flushed when the residual chlorine content is less than 0.7 p.p.m.
   3. Bacteriological testing to be performed by the Owner.
      a. The first water sample shall be taken 24 hours after disinfection and flushing, and the second 24 hours after the first sample.
      b. Owner will prepare a chain-of-custody for all samples taken, signed by all persons who handle the sample from the field, throughout transport to the laboratory, and at the laboratory.
      c. Analysis of other contaminants may be required if the Engineer has reason to believe that these contaminants are present.
   4. Test results shall be directly reported to the Owner and contractor.

E. Should the initial treatment of all or any section of the main, in the opinion of the Engineer, prove ineffective, the chlorination procedure shall be repeated until confirmed tests show that water sampled from the new main conforms to the foregoing requirements.

F. If the system is not activated within 30 days after initial testing, bacteriological tests shall be repeated to assure a safe water supply system.

3.9 SHUTTING OFF WATER

A. Familiarize locations of existing gate valves and have them made easily accessible for emergency shutoffs.

B. Notify the local water authority to have valves opened and closed for purposes of shutting down the water supply.

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C. Keep on the job at all times, all of the necessary equipment to shut the water off and to make immediate emergency repairs without undue delay.

D. In case of an emergency break in a water line due to the contractor's construction operations, the contractor shall supply water to those deprived of water service.

E. Forty-eight hour advance notice shall be given to persons whose water is to be shut off.

3.10 WATER SERVICES

A. The best available information for the location of stop boxes and service leads will be provided by the Owner at least 48 hours prior to the start of service line replacement.

B. Install water services of the material approved for use at a minimum of 5.5 feet of cover.

C. Long side water services (i.e. beneath roadways, water courses, etc.) shall be installed using horizontal directional drilling methods unless otherwise authorized by the Owner.

D. Water service connections shall not be made until all applicable tap permits are obtained.

END OF SECTION

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SECTION 02929

SEEDING

PART 1 GENERAL

1.1 SUMMARY OF WORK

A. Types of work required include the following:
1. Soil preparation
2. Seeding lawns
3. Hydroseeding

1.2 RELATED WORK

A. Related work specified elsewhere:
1. Section 02958 – Special Landscaping Materials for Site
2. Section 02970: Landscape Maintenance and Guarantee Standards
3. Special Provision for Site Restoration

1.3 QUALITY ASSURANCE

A. Hydroseed subcontractor shall have a minimum 5 years' experience with hydroseeding and related work.

1.4 SUBMITTALS

A. Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination, and weed seed for each grass species.

B. Submit materials test report.

C. Submit fertilizer(s) analysis certification.

D. Upon seeded lawn acceptance, submit written maintenance instructions recommending procedures for maintenance of seeded lawns.

E. Hyrdoseeder's certification of experience.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer.

B. Store in a manner to prevent wetting and deterioration

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1.6 PROJECT CONDITIONS

A. Work notifications: Notify Engineer at least 7 working days prior to start of seeding operation.

B. Protect existing utilities, paving and other facilities from damage caused by seeding operations.

C. Locate, protect, and maintain the irrigation system during seeding operations.

D. Perform seeding work only after planting and other work affecting ground surface has been completed.

E. Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.

F. Provide hose and lawn watering equipment as required.

1.7 WARRANTY

A. Refer to Landscape Maintenance and Guarantee Standards specified in Section 02970.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Refer to Section 02958

2.2 GRASS SEED

A. Refer to Special Provision for Site Restoration

2.3 BONDED FIBER MATRIX

A. Refer to Special Provision for Site Restoration

2.4 FERTILIZER:

A. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.

B. Type A: Starter fertilizer containing 20% nitrogen, 12% phosphoric acid and 8% potash by weight or similar approved composition.

2.5 WATER

A. Free of substance harmful to seed growth.

B. Hoses or other methods of transportation furnished by Contractor.

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PART 3 EXECUTION

3.1 EXAMINATION

A. Examine finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Limit preparation to areas which will be immediately seeded. Spread topsoil, fine grade.

B. Scarify surface of lawn areas to minimum depth of 3". Remove stones over 1" in any dimension and sticks, roots, rubbish and extraneous matter.

C. Place loosened topsoil in areas designated as seeded lawn areas to minimum depth of 3". Remove stones over 1/2" in any dimension and sticks, roots, rubbish, and extraneous matter.

D. Grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture. Roll and rake; remove ridges and fill depressions as required to drain.

E. Apply Type A fertilizer to indicated turf areas at a rate equal to 1.0 lb. per 200 sq. ft. or 220 lbs/acre.
   1. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to depth of 1" by discing or other approved methods.
   2. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

F. Dampen dry soil prior to seeding.

G. Restore prepared area to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.

3.3 SEEDING

A. Seed immediately after preparation of bed in accordance with the seasonal limitations detailed in Section 816 for the 2012 MDOT Standard Specifications for Construction.

B. Seed indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations at a rate of 440 lbs/acre.

3.4 HYDROSEEDING

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

B. Mix slurry with nonasphaltic tackifier.

C. Apply slurry uniformly to all areas to be seeded in accordance with the Special Provision for Site Restoration.

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3.5 MAINTENANCE

A. Refer to Landscape Maintenance and Guarantee Standards as specified in Section 02970.

B. Mow lawn areas as soon as lawn top growth reaches 3" height. Cut back to 2" in height. Repeat mowing as required to maintain specified height.

C. Maintain seeded banks, ditches, medians, and fields to the extent of establishment only. Re-grade and re-seed washed out or eroded areas as required until a suitable cover is established.

3.6 ACCEPTANCE

A. See Section 02970 Landscape Maintenance and Guarantee Standards.

3.7 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work.

B. Remove from site all excess materials, debris and equipment.

C. Repair damage resulting from seeding operations.

END OF SECTION

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SECTION 02934

SODDING

PART 1 GENERAL

1.1 DESCRIPTION

A. Provide sodded lawns as shown and specified. The work includes:
   1. Soil Preparation
   2. Sodding Lawns

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02958 – Special Landscape Requirements for Site

B. Section 02970 – Landscape Maintenance and Guarantee Standards

1.3 QUALITY ASSURANCE

A. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

1.4 SUBMITTALS

A. Submit sod growers certification of grass species. Identify source location.

B. Submit materials test report.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Cut, deliver, and install sod within a 24-hour period.
   1. Do not harvest or transport sod when moisture content may adversely affect sod survival.
   2. Protect sod from sun, wind, and dehydration prior to installation.
   3. Do not tear, stretch, or drop sod during handling and installation.

1.6 PROJECT CONDITIONS

A. Work notification: Notify Engineer at least 7 working days prior to start of sodding operations.

B. Protect existing utilities, paving, and other facilities from damage caused by sodding operations. Contractor shall be responsible for any damage to utilities and existing facilities.

C. Perform sodding work only after planting and other work affecting ground surface has been completed.

D. Locate, protect, and maintain the irrigation system during sodding operations.

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1.7 WARRANTY

A. Refer to Landscape Maintenance and Guarantee Standards in Section 02970.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Refer to Section 02958

2.2 SOD

A. Approved nursery grown blend of improved turf type tall fescus, densely rooted blue grass rye grass and other approved perennial grasses that matches the adjacent lawn to the extent possible.

B. Sod shall be well-rooted, healthy sod, free of diseases, nematodes and soil borne insects, free from noxious weeds and reasonably free from other weeds.
   1. Uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.

C. Furnish sod machine stripped and of Supplier's standard width, length, and thickness:
   1. Mow sod before stripping.
   2. Sod shall not be less than two (2") inches thick, cut in strips not than ten (10") inches wide by eighteen (18") inches long with clean cut edges

D. Sod containing Common Burmudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Bramegrass weeds will not be acceptable.

2.3 FERTILIZER

A. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.

B. Starter fertilizer containing 12% nitrogen, 26% phosphoric acid, and 12% potash by weight, or similar approved composition.

2.4 WATER:

A. Free of substance harmful to sod growth.

B. Hoses or other methods of transportation furnished by Contractor.

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PART 3 EXECUTION

3.1 INSPECTION

A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start sodding work until unsatisfactory conditions are corrected.

3.2 PREPARATION FOR PLANTING LAWNS

A. Limit preparation to areas which will be immediately sodded.

B. Loosen subgrade of lawn areas to minimum depth of 4".
   1. Remove stones over 1/2" in any dimension and sticks, roots, rubbish, and extraneous matter.

C. Rough grade lawn areas to smooth, free draining and even surface with a loose, uniformly fine texture.
   1. Roll and rake; remove ridges and fill depressions as required to drain.

D. Spread topsoil to a minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.
   1. Add specified soil amendments and mix thoroughly into upper 4" of topsoil at rate to adjust pH of topsoil to not less than 6.0 nor more than 6.8.
   2. Distribute evenly by machine and incorporate thoroughly into topsoil

E. Apply fertilizer at the rate equal to 1.0 lb. per 200 sft or 220 lbs/acre.
   1. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by discing or other approved methods.
   2. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.

F. Moisten prepared lawn areas before planting if soil is dry.
   1. Water thoroughly and allow surface moisture to dry before planting lawns.
   2. Do not create a muddy soil condition.

G. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.

H. Place approximately ½ of total amount of topsoil required and work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.

I. Fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture.
   1. Roll, rake and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades.
   2. Limit fine grading to areas which can be planted immediately after grading.

3.3 SODDING

A. Sod shall be moist and shall be laid in a moist earth bed.

B. Lay sod to form a solid mass with tightly-fitted joints.
   1. Butt ends and sides of sod strips.
   2. Do not overlay edges.
   3. Stagger strips to offset joints in adjacent courses.
   4. Remove excess sod to avoid smothering of adjacent grass.
   5. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.

C. Do not lay dormant sod or install sod on saturated or frozen soil.

D. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row. Offset subsequent rows by 1/2 length of sod strip to break up sod strip joints.

E. Water sod thoroughly with a fine spray immediately after laying.

F. Roll with light lawn roller to ensure contact with sub-grade.

G. Utilize pegs to stabilize the sod on slopes over 50%.

3.4 MAINTENANCE

A. Refer to Section 02970: Landscape Maintenance and Guarantee Standards.
   1. Apply Type A fertilizer to lawns approximately 30 days after sodding at a rate equal to 220 lbs/acre. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
   2. Apply herbicides as required to control weed growth or undesirable grass species.
   3. Apply fungicides and insecticides as required to control diseases and insects.
   4. Remove sod pegs.

3.5 ACCEPTANCE

A. Refer to Section 02970: Landscape Maintenance and Guarantee Standards.

3.6 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work.

B. Remove from site all excess materials, debris, and equipment.

C. Repair damage resulting from sodding operations.

END OF SECTION

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SECTION 02958

SPECIAL LANDSCAPING REQUIREMENTS FOR SITE

PART 1 GENERAL

1.1 WORK INCLUDED

A. Furnish all labor, materials, equipment and services necessary for the following work:
   1. Providing and applying topsoil for planting and turf areas.
   2. Providing and planting trees, plants, etc. shown on the Drawings, including specified maintenance.
   3. Providing and installing any landscape accessory as needed.

1.2 QUALITY ASSURANCE

A. Landscape work shall be done by a single firm specializing in commercial landscape installations.

B. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.

C. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Consultant, together with proposal for use of equivalent material.

D. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

E. Provide and pay for materials testing. Testing agency shall be acceptable to the Owner. Provide the following data:
   1. Test representative materials samples proposed for use.
   2. Topsoil:
      a. pH factor
      b. Cation Exchange Capacity
      c. Mechanical Analysis
      d. Percentage of organic content
      e. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.

F. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quality, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60. 1 "American Standards for Nursery Stock". Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free from disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.

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G. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

H. Inspection: The Consultant or Owner's Representative may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Consultant retains right to further inspect trees and shrub for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

I. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum indicated and 75% are of the maximum size indicated.

1.3 SUBMITTALS

A. The Contractor is responsible for providing the following submittals to the Consultant in triplicate. These submittals must be reviewed by the Consultant prior to any authorized landscaping operations.
   1. Submit the following materials certification:
      a. Topsoil source and pH value, including test results specified.
      b. Peat moss, including test results specified.
      c. Plant fertilizer.
   2. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
   3. Planting Schedule: Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
   4. Maintenance Instructions: Submit typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for two full years. Submit prior to expiration of required maintenance period(s).

1.4 DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

B. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "anti-desiccant" immediately after digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order in

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stock and on arrival. The certificate shall be filed with the Consultant. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Consultant. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

C. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery, unless otherwise approved by Consultant. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.

D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.

E. Do not remove container-grown stock from containers until planting time.

1.5 JOB CONDITIONS

A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Owner's Representative before planting.

D. Planting Time: Plant or install materials during normal planting season for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

E. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Owner's Representative. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.6 SPECIAL PROJECT WARRANTY

A. Warrant turf through specified turf maintenance period, and until final acceptance.

B. Warrant trees and shrubs, for a period of two years after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond the landscape contractor's control. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition.

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C. Inspection will be conducted at end of the warranty period, to determine acceptance or rejection. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.1 TOPSOIL AND PEAT MOSS

A. Topsoil
1. Topsoil shall be fertile, friable and representative of productive soil, capable of sustaining vigorous plant growth and shall be free of clay lumps, sub-soil, weeds, seeds and other foreign debris.
2. Acidity range shall be between pH 5.0 and 7.5.
3. Organic content shall be not less than 5% and not greater than 30%.
4. Clay content shall range between 5% and 25%.

B. Peat Moss: Brown to black in color, weed and seed free granulated raw peat or baled peat, containing not more than 9% mineral on a dry basis.

2.2 PLANTS

A. Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems.
1. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sun-scald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation.
2. All plants shall have a fully developed form without voids and open spaces.
3. Plants held in storage will be rejected if they show signs of growth during storage.

B. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant.
1. Provide ball sizes complying with the latest edition of the American Standard for Nursery Stock.
2. Cracked or mushroomed balls are not acceptable.

C. Container-Grown Stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
1. No plants shall be loose in the container.
2. Container stock shall not be pot bound.

D. Provide tree species that mature at heights over 25’ with a single main trunk. Trees that have the main trunk forming a “Y” shape are not acceptable.

E. Plants planted in rows shall be matched in form.

F. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of plant.

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G. No pruning wounds shall be present with a diameter of more than 1" and such wound must show vigorous bark on all edges.

H. Evergreen trees shall be branched to the ground.

2.3 OTHER

A. Water: Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.

B. Stakes for staking: Hardwood, 2" x 2" x 8' long.

C. Staking wires: No. 10 or 12 gauge galvanized wire.

D. Staking hose: Two-ply, reinforced garden hose not less than ½" inside diameter.

E. Tree wrap: Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe craft paper weighing not less than 30 lbs. per ream, cemented together with asphalt.

F. Twine: Two ply jute material.

G. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1 GENERAL

A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

B. Time of Planting:
1. Evergreen Material: Plant evergreen material between September 1 and November 1 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
2. Deciduous Material: Plant deciduous materials in a dormant conditions. If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.

C. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

D. Locate plants as indicated or as approved in the field after staking by the Contractor and or the Consultant. If obstructions are encountered that are not shown on the Drawings, do not proceed with planting operations until alternate plant locations have been selected by the Consultant.

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E. Plant largest sized materials first, proceeding to next smallest size, completing planting operations with minimal sizes.

3.2 PREPARATION

A. Preparation of Planting Soil:
1. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps and other extraneous materials harmful or toxic to plant growth.
2. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
3. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of five parts planting topsoil to one part peat moss and 12 lbs. plant fertilizer for each cu. yd. of mixture.
4. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.

B. For pit and trench type backfill, mix planting soil prior to backfilling and stockpile at site.

C. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PLANTS/TREES

A. Excavation for Trees and Shrubs:
1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
2. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.
3. For container-grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.

B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

C. Fill excavations for trees and shrubs with water and allow to percolate out before planting.

D. Planting Trees:
1. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.

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3. Dish top of backfill to allow for mulching.

E. Mulch pits, trenches and planted areas. Provide not less than 2 inch thickness of mulch and work into top of backfill and finished level with adjacent finish grades. Provide finished 4" thickness of mulch.

F. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Consultant, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

G. Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.

H. Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping. Secure tree wrap in place with twine wound spirally downward in opposite direction, tied around the tree in at least three places in addition to the top and bottom.

I. Stake all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may affect tree survival or appearance occur, the Consultant may require immediate staking.

3.4 MAINTENANCE

A. Begin maintenance immediately after planting.

B. Maintain trees, conifers and other plants until final acceptance but in no case less than 60 days after substantial completion of planting.

C. Maintain trees, conifers and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

3.5 CLEAN UP AND PROTECTION

A. During landscape work, keep pavements clean and work areas in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers.

C. Maintain protection during installation and maintenance periods.

D. Treat, repair or replace damaged landscape work as directed.

END OF SECTION

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SECTION 02970

LANDSCAPE MAINTENANCE AND GUARANTEE STANDARDS

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section describes the maintenance practices required for lawn areas and guarantee standards for lawn areas and plantings.

1.2 PROJECT WARRANTY

A. Warranty seeded or sodded areas through specified six (6) week maintenance period.

B. Warranty trees, transplanted trees and shrubs, for a period of one year after date of the accepted maintenance period, against defects including death and unsatisfactory growth, except for defect resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.

C. Remove and replace all plants found dead, unhealthy or in doubtful condition and extend warranty period for one (1) year after replacement.
   1. The extended warranty period is one full-growing season.
   2. Make replacements during growth season following end of warranty or extended warranty season.
   3. At the end of the extended warranty period all plants found dead, unhealthy, or in doubtful condition shall be removed and replaced, based upon the opinion of the Architect/Engineer.
   4. Only one replacement will be required at the end of the warranty or extended warranty period, except for losses or replacements due to failure to comply with specified requirements.

1.3 MAINTENANCE

A. Begin maintenance immediately after planting.
   1. Maintain trees, transplanted trees, shrubs and other plants until final acceptance.
   2. Water all plantings through the maintenance period, keep guy wires taunt, raise tree balls which settle, furnish and apply sprays as necessary to keep the plantings free of disease and furnish and apply sprays as necessary to keep the plantings free of disease and insects until the end of the warranty period.
   3. Water all evergreens thoroughly in the Fall to ensure they do not go into the Winter season dry.
   4. Arrange with Owner to walk the site monthly during maintenance period to review maintenance standards.
   5. Remove all stakes, guy wires, tree wrap paper, dead twigs and branches from tree and plant materials at the end of this maintenance warranty period.

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B. Maintain Seeded Grass Areas
   1. Establish a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one foot of area up to a maximum of 3% of the total seeded lawn area.
      a. Reseed any part of the seeded lawn that fails to show a uniform germination until a dense grass cover is established.
   2. Water and provide a minimum of two cuttings of the lawn or more as necessary until the final inspection and acceptance of the seeded lawn area by the Owner.
   3. Lawn cutting is required when the lawn reaches 3 inches in height.
      a. Cut lawn to 2” inches in height.
   4. Seeded lawns not given full six (6) weeks of maintenance prior to the first snowfall, or if not considered acceptable at that time, will require continued maintenance through the following Spring until acceptable lawn is established.
   5. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, replanting, and applying herbicides, fungicides, insecticides as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
   6. Water as required to maintain adequate surface soil moisture for proper seed germination. Continue watering as required for not less than six (6) weeks.
      a. When irrigation is not present, seeding should take place in early Spring or Fall.
   7. Repair, rework, and re-seed all areas that have washed out, are eroded, or do not catch.

C. Maintain Sodded Grass Areas
   1. Maintain sodded lawn areas, including watering, spot weeding, mowing, application of herbicides, fungicides, insecticides, and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Owner.
   2. Water sod thoroughly every day throughout the six (6) week maintenance period to establish proper rooting.
   3. Repair, rework and resod all areas that have washed out or are eroded.
   4. Replace undesirable or dead areas with new sod.
   5. Water and provide a minimum of two cuttings of the lawn or more as necessary until final inspection and acceptance of the lawn areas by the Owner.
   6. Mow lawn areas as soon as lawn top growth areas a 3” height.
      a. Cut back to 2” height.
      b. Repeat mowing as required to maintain specified height.
      c. Not more than 40% of grass shall be removed at any single mowing.
   7. Provide a uniform stand of grass by watering, mowing, and maintaining lawn areas until final acceptance.
      a. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the Owner.
   8. Sodded areas will be acceptable provided all requirements, including maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.

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D. Inspection and Final Acceptance

1. When landscape work is completed, including maintenance, Owner will, upon request, make a final inspection to determine acceptability.
2. Landscape work may be inspected for acceptance in parts agreeable to Owner provided work offered for inspection is complete, including maintenance.
3. Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Owner and found acceptable.
   a. Remove rejected plants and materials promptly from project site.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 02990

PERMITS

PART 1 GENERAL

1.1 GENERAL

A. The Permits needed to perform service line verification and replacement work within each member community are listed below.

B. The Contractor is responsible for applying for all permits required. Costs incurred completing applications is considered included in the project and will not be considered for reimbursement through the "Miscellaneous Permits Allowance".

C. Permit requirements and regulations required by this project shall be adhered to by the Contractor as if they were included in the Contract Documents.

D. Should any contradictions or discrepancies between the requirements of the Permits Section and other Sections of these Specifications be found, this sections language shall have precedence.

1.2 PERMITS

A. The following permits may be needed in order to perform work in the designated community
   1. City of Berkley
      a. Plumbing permit; no fee
      b. Right-of-way Permit; no fee
   2. Village of Beverly Hills
      a. Plumbing permit; no fee
      b. ROW permit; no fee
      c. Connection permit; no fee;
   3. Village of Bingham Farms
      a. Plumbing permit; no fee
      b. ROW permit; no fee
      c. Connection permit; no fee
   4. City of Birmingham
      a. Plumbing permit; no fee
      b. ROW permit; no fee
      c. Sidewalk permit; no fee
      d. Contractor to pay for testing of backfill and base course beneath and within the influence of paved surfaces
   5. City of Clawson
      a. Plumbing Permit; $100
      b. ROW Permit; no fee
   6. City of Ferndale
      a. Plumbing Permit; $100
      b. ROW Permit; no fee

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7. City of Huntington Woods
   a. Plumbing permit, no fee
   b. ROW Permit; no fee
8. City of Lathrup Village
   a. Plumbing Permit; $100
   b. ROW Permit; no fee
9. City of Pleasant Ridge
   a. Building permit, one-time $50 fee for Contractor to register with the Bldg Dept
   b. Plumbing Permit; $70
   c. ROW Permit; no fee
10. City of Royal Oak
   a. Building permit, one-time $50 fee for Contractor to register with the Bldg Dept
   b. Sewer permit, $70 minimum for inspection per address (online permit application)
   c. Plumbing permit, $70 minimum for inspection per address (online permit application)
   d. ROW permit, no fee
11. City of Southfield
   a. Plumbing Permit; $100
   b. ROW permit, no fee

B. Contractor is required to obtain all permits prior to starting work.

END OF SECTION

SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA

Description

This work shall consist of furnishing, placing and compacting aggregate on a prepared subgrade for temporary and permanent applications to provide a surface to maintain vehicular and/or pedestrian traffic or to provide a base course for subsequent paving as described in the specifications and as directed by the Engineer.

The scope of the work will consist of providing aggregate for patches in roadways or sidewalks disturbed by service line verification or service line replacement work. Temporary applications included times when permanent pavement cannot be installed in a reasonable amount of time and the maintenance aggregate will be utilized to provide a traversable surface. Permanent applications include installing a base course layer for subsequent paving.

This work shall be done in accordance with Section 302 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein specified.

Materials

Maintenance Aggregate, 21AA shall meet the gradation requirements specified in Table 1 and the physical requirements listed in Table 902-2 of the 2012 Michigan Department of Transportation Standard Specifications for Construction

TABLE 1
GRADATION LIMITS
(Prior to Rolling and Compacting)

Material	Total Percent Passing (Sieve Size)							
	1 ½"	1"	3/4"	1/2"	3/8"	No. 8	No. 30	Loss by Washing
21AA	100	85 - 100	*	50 - 75	*	20 - 45	*	4 - 8

Material not meeting gradation or loss by wash limits in Table 1 will not be permitted to be placed on the grade.

Maintenance Aggregate, 21AA materials shall be obtained from natural aggregate, iron blast furnace slag or reverberatory furnace slag. Only fines produced by the crushing process shall be permissible, no plastic fines shall be added.

The use of crushed concrete is permissible upon written authorization by the Owner and compliance with the Measurement and Payment section of this Special Provision.

Maintenance Aggregate, 21AA produced by crushing Portland cement concrete must not contain building rubble as evidenced by the presence of more than 5.0 percent, by particle count, building brick, wood, plaster, hot mix asphalt, or similar materials. Sporadic pieces of steel reinforcement may be present provided thy pass the maximum grading sieve size without hand manipulation.

SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA

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The Contractor is solely responsible for degradation and segregation during shipment, placement, and compaction of the material.

Construction Methods

Construction shall conform to Section 302 of the Michigan Department of Transportation 2012 Standards Specifications for Construction. This work shall consist of installing Maintenance Aggregate, 21A, to the depth and elevation as directed by the Owner or Owner's field representation and includes all material, labor and equipment used in the preparation of the base, furnishing all material, grading and compacting the material to proper finished elevations, and protecting the subgrade, sub base, and finished product.

Provide a finished and compacted surface, smooth and uniform in appearance that is free of loose aggregates, holes, depressions, ruts, and ridges.

Placing and Compacting with Sodium Chloride will not be required or allowed.

The Owner reserves the right to perform in-place density control testing on permanent applications to verify at least 95 percent of the maximum unit weight as determined by the method in the MDOT Density Testing and Inspection Manual appropriate for the material.

The Owner reserves the right to sample the aggregates at the jobsite at any time prior to installation for gradation and other specification compliance testing. The sampling location for materials prior to installation shall be from an individual dump truck or a composite sample made up of several truck dumps as the 21AA aggregate is being delivered to a job site stockpile.

The Owner may sample and test the compacted in-place material for final acceptance. If segregation, contamination, or excessive degradation is observed, the Owner will provide written notification to the Contractor of the need for in-place testing and determine the limits of the area subject to in-place acceptance. Material placed or paved over after receipt of notification of the need for in-place testing may be deemed to be unauthorized work as specified by subsection 104.05 of the Standard Specifications for Construction.

Compacted in-place samples shall be taken from the project grade after placement, compaction, and final trimming. Mechanical methods may be used to assist in obtaining samples from the grade when the layer thickness is greater than 4 inches.

SPECIAL PROVISION
FOR
MAINTENANCE AGGREGATE, 21AA

HRC 3/31/20

Measurement and Payment

Maintenance Aggregate will be paid for at the Contract unit price per Ton for the thickness required to provide a temporary or permanent compacted surface which includes all work indicated in this Special Provision and related Contract References.

Pay Item	**Pay Unit**
Maintenance Aggregate, 21AA	Ton

Payment for **Maintenance Aggregate, 21AA** shall include all labor, equipment, and materials required to complete the work described including, but not limited to, furnishing the crushed aggregate, placing spreading, shaping, compacting, trimming, protecting pavement adjacent to the installation, and all costs associated with corrective action including corrections necessary to rectify degradation, contamination, and segregation are included in the associated item of work.

The one-time removal of maintenance aggregate used in a temporary application shall be included in the unit price for "**Maintenance Aggregate, 21AA…Ton"**

Crushed concrete may be used if a reasonable credit is provided to the Owner. This credit must be approved prior to written authorization from the Owner.

When the Owner calls for in-place testing, only those costs associated with a failing test result shall be borne by the Contractor.

Description

This work shall consist of providing all necessary materials, labor, and equipment required for installing Rolled Erosion Control Products (RECPs). RECPs are installed to provide temporary erosion protection until vegetation become established on critical slopes, vegetative channels, detention basins, streambanks, or shorelines. This includes securing the RECPs by stapling in to a trench at upstream and downstream ends, its base or toe, and the crest or top. Work includes, but is not limited to, the following major items:

A. Final grading of stream banks or shorelines as shown on the drawings.

B. Work shall be staged and timed to limit sedimentation impacts to the waterway and to have excavated banks exposed for the shortest time possible.

C. Install and maintain all temporary sedimentation controls as specified.

D. Furnish all erosion control and planting materials.

E. Install all necessary seed and planting materials.

F. Protection of all work until Provisional Acceptance. Maintenance until end of guarantee period.

Definitions

A. Rolled erosion control product (RECP): A general term for any temporary degradable or long-term non-degradable material manufactured or fabricated into rolls designed to reduce soil erosion and assist in the growth, establishment, and protection of vegetation.

B. Mulch-control netting (MCN): A planar woven natural fiber or extruded geosynthetic mesh used as a temporary degradable rolled erosion control product to restrain loose fiber mulches.

C. Open weave textile (OWT): A temporary degradable rolled erosion control product composed of processed natural or polymer yarns woven into a matrix, used to provide erosion control and facilitate vegetation establishment.

D. Netless rolled erosion control blanket: Consists of natural and/or polymer fibers mechanically interlocked and/or chemically adhered together to form an RECP.

E. Erosion control blanket (ECB): A temporary degradable rolled erosion control product composed of processed natural or polymer fibers mechanically, structurally or chemically bound together to form a continuous matrix to provide erosion control and facilitate vegetation establishment.

F. Turf Reinforcement Mat (TRM): A rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a permanent, three-dimensional matrix of sufficient thickness. TRMs, which may be supplemented with degradable components, are designed to impart immediate erosion protection, enhance vegetation establishment and provide long-term functionality by permanently reinforcing vegetation during and after maturation. Note: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated. Composite turf reinforcement mats (TRMs) combine permanent, three-dimensional matting with natural fiber matrix material (coir or coir/straw mix).

Materials

Different classes of Rolled Erosion Control Products (RECPs) are described in this Section, but are not equivalent. The Contractor must use the specific RECPs listed on the Plans and approved by the Engineer. Products of a different class or that do not meet the specifications will not be allowed. Use a wider roll width if site conditions allow to reduce seams.

Temporary Erosion Control Blanket (ECB) Material Descriptions

A. Netless Rolled Erosion Control Blanket Description

The netless rolled erosion control blanket is composed primarily of a uniform layer of virgin wood fiber with degradable man-made fibers that are intertwined into a dimensionally stable composite matrix without a netting on the surface. The following products meet the specifications for netless RECB lines:

1. Futerra F4 Netless,
2. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	5 oz/yd^2 (170 g/m^2)
Thickness	ASTM D6525	0.2 in (5.1 mm)
Tensile Strength	ASTM D6818	4.3 lb/ft (0.8 kN/m)

B. Single-Net Straw Erosion Control Blanket Description

The single-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a single natural jute fiber netting with degradable thread on 1.5-2 inch centers. The netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on

the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.C. The following products meet the specifications for single-net straw ECB lines:

1. North American Green - S75BN (bionet),
2. Western Excelsior Corp. - Excel SR-1 All Natural,
3. East Coast Erosion Blankets – ECS-1B (biodegradable),
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	8 oz/yd2 (270 g/m2)
Min. Tensile Strength	ASTM D4595	50 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.50 lb/ft2

C. Double-Net Straw Erosion Control Blanket Description

The double-net straw blanket is composed of certified weed-free, agricultural straw that is evenly distributed and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 2.D. The following products meet the specifications for double-net straw ECB lines:

1. North American Green - S150BN (bionet),
2. Western Excelsior Corp. - Excel SS-2 All Natural,
3. East Coast Erosion Blankets – ECS-2B (biodegradable),
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	9.29 oz/yd2 (315 g/m2)
Min. Tensile Strength	ASTM D4595	75 lb/ft
Min. Permissible Shear Stress	ASTM D6460	1.75 lb/ft2

D. Straw/Coir Fiber Erosion Control Blanket Description

The straw/coir fiber blankets shall be a machine-produced mat with a 70% agricultural straw and 30% coconut fiber blend matrix. The biodegradable blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat and sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands

interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 3.B.

The following products meet the specifications for (double-net) straw/coir ECB lines:

1. North American Green - SC150BN (bionet),
2. Western Excelsior Corp. - Excel CS-3 All Natural,
3. East Coast Erosion Blankets – ECSC-2B (biodegradable),
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	9.66 oz/yd2 (328 g/m2)
Min. Tensile Strength	ASTM D4595	100 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.0 lb/ft2

Material Composition –

Material	Content
Matrix	70% straw fiber (0.35 lb/yd^2) (0.19kg/m^2+) 30% coconut fiber (0.15 lb/yd^2) (0.08 kg/m^2)
Biodegradable Netting	Both - biodegradable jute fiber approx. 9.3 lb/1000 ft^2

E. Coir Fiber Erosion Control Blanket Description

The coir fiber blanket shall be a 100% organic coir (coconut) fiber blanket woven between two natural fiber nettings into a continuous matrix for temporary erosion protection. The blankets shall be of consistent thickness with the coconut fiber evenly distributed over the entire area of the mat and a minimum mass per unit area of 0.50 lb/yd2. The blanket shall be sewn to a natural jute fiber netting on the top and bottom sides with degradable thread on 1.5-2 inch centers. The top netting shall consist of machine directional strands formed from two intertwined yarns with cross directional strands interwoven through the twisted machine strands (Leno weave) to form a net opening size of approximate ½ x 1 inch mesh. Blankets with cross-lay weaves on top are not allowed. Photo-degradable polypropylene or other synthetic nettings are not allowed unless specifically indicated on the Project Plans or pre-approved by the Engineer. Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 4. The following products meet the specifications for coir fiber ECB lines:

1. North American Green - C125BN,
2. Western Excelsior Corp. - Excel CC-4 All Natural,
3. East Coast Erosion Blankets – ECC-2B (biodegradable),
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D6475	8.83 oz/yd2 (300 g/m2)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress	ASTM D6460	2.25 lb/ft2

Where non-biodegradable coir fiber erosion control blankets are specified, they shall consist of the same coir matrix but the netting shall be heavyweight, UV stabilized, black polypropylene on both sides with an approximate weight of 3 lb/1,000 ft2 (14.6 kg/100 m2) such as NAG C125 or approved equal.

F. Coir Fiber Netting Description

The coir fiber netting shall be a 100% natural twisted bristle coir (coconut) fiber twine woven into an open weave textile for shear protection. The following products meet the specifications for coir fiber netting lines:

1. Belton Industries Inc. - DeKoWe 700,
2. RoLanka International Inc. - BioD-Mat 70,
3. BonTerra America - CF7,
4. or approved equal.

Material Properties –

Mass/Unit Area	ASTM D3776	20 oz/yd2 (700 g/m2)
Min. Tensile Strength	ASTM D4595	125 lb/ft
Min. Permissible Shear Stress		4 lb/ft2
Max. Open Area	50%	

G. Composite Turf Reinforcement Mat (C-TRM) Description

The composite turf reinforcement mat (C-TRM) shall be a machine produced mat of 100% coconut fiber matrix incorporated into a permanent three dimensional, polypropylene netting structure with prominent closely spaced ridges across the entire width of the mat. Soil-filled TRMs will not be allowed. The matrix shall be stitch bonded between two heavy duty, UV stabilized nettings with 0.50 x 0.50 inch openings. The three nettings shall be stitched together on 1.50 inch (3.81 cm) centers with UV stabilized polypropylene thread to form a permanent three dimensional structure. C-TRM Products shall meet the specifications of ECTC and FHWA FP-03 Category Type 5.C, in addition to having a minimum typical thickness of 0.6 inches (ASTM D6525) such as North American Green C350, or approved pre-approved equal.

H. Fasteners

Fasteners for rolled erosion control products a critical to maintaining protection for the life of the RECP. There are three types of acceptable fasteners depending on the soils, slopes, shear stress, and functional life of the RECP. Fasteners may be installed by

hand or with a mechanical driver. The following are acceptable fastener materials unless otherwise specified on the Project Plans.

1. Use 6" Wire Pins – shall be 11 gauge wire, 6" long staples, Round Top Pins, or approved equal.
2. Use 8" Wire Pins – shall be 11 gauge wire, 8" long staples, Round Top Pins, or approved equal.
3. Biodegradable Stakes – Rigid biodegradable stakes may be specified for temporary protection with biodegradable blankets in areas that will be mowed. Approved fasteners include Round Top BioPin, BioSTAKEs as manufactured by North American Green, or approved equal.
4. Additional fasteners such as rebar, metal pins with washers, or duckbill anchors may be required for specialized stabilization or soil bioengineering practices as specified on the Plans.

Execution

Erosion Control Blanket Installation Procedures

The critical points are overlaps and seams, the projected water line, and the bottom of the channel. Installation rates and staple densities shall be per the manufacturer's instructions or as follows unless otherwise indicated on the Project Plans.

A. Achieve final grade and removal all stones, roots, and foreign material as described in the Section 2930 before installing RECPs indicated on the Project Plans.
B. Begin at the top of the slope by anchoring the blanket in a 6" deep x 6" wide trench parallel to flow (along the contour). Backfill and compact the trench after installing fasteners (Figs. 1A & 1B).
C. Blankets on side slopes must be placed end over end (shingle style) with a 6" overlap with the blanket on the upper part of the slope overlapping the lower blanket and/or the upstream blanket overlapping the downstream blanket.
D. In channel applications, a staple check slot is recommended at midway or 30' to 40' intervals (Fig. 1D) and the center of the blankets shall be secured using a minimum of staple pattern 'D' (Fig. 3).
E. The terminal end of the blankets at the base of the slope, shoreline, or streambank must be anchored in a 6" deep x 6" wide trench after installing staples 12" apart. Along streambanks, backfill and compact the lower edge of blankets in the trench per the Toe Protection Detail.

Composite Turf Reinforcement Mat Installation Procedures

A 6.5 ft. wide row of TRM shall be installed parallel to flow (see detail). Biodegradable Erosion Control Blanket may be required above the C-TRM on disturbed areas. The critical points are overlaps and seams, the average water line, and the bottom of the channel. Install similar to Section 3.01 except use 8" long, 11 gauge wire staples installed with staple pattern 'E' (Fig. 4). If using the NAG DOT system, secure C-TRM by placing staple through white dots.

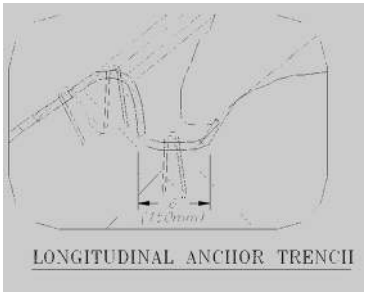


Fig. 1A

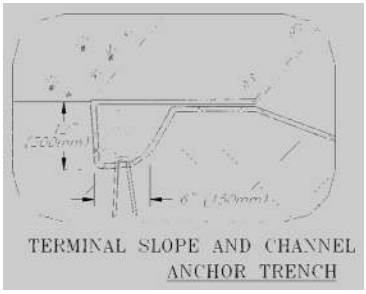


Fig. 1B

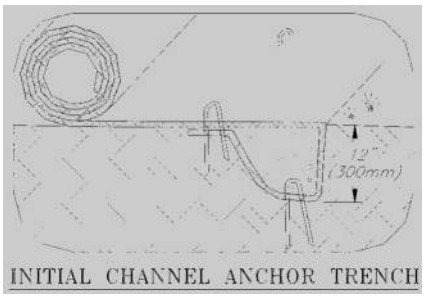


Fig. 1C

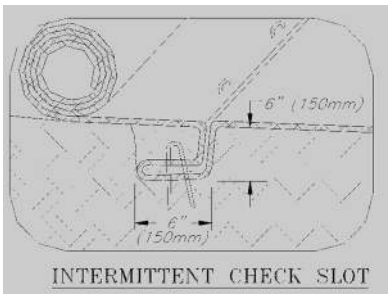


Fig. 1D

STAPLE PATTERN "C"

1.75 staples/yd^2 (2.1 staples/m^2) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

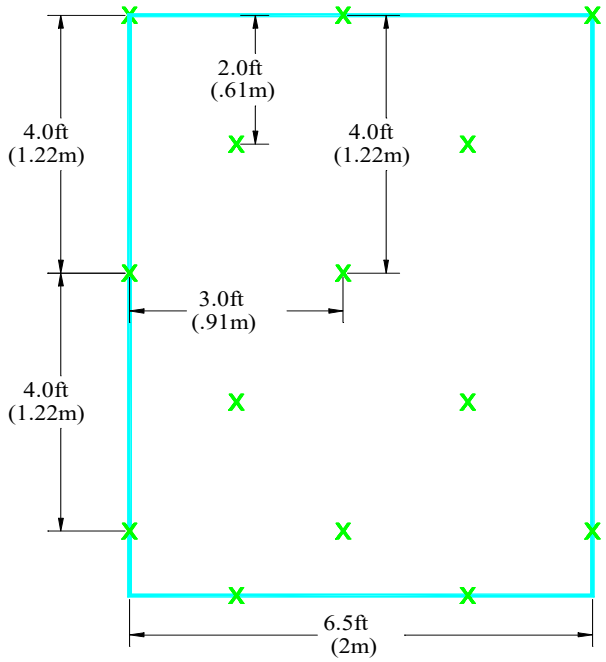


Fig. 2 Low/Moderate Kinetic Energy Erosion Control Blanket Installation

STAPLE PATTERN "D"

3.5 staples/yd^2 (4.2 staples/m^2) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

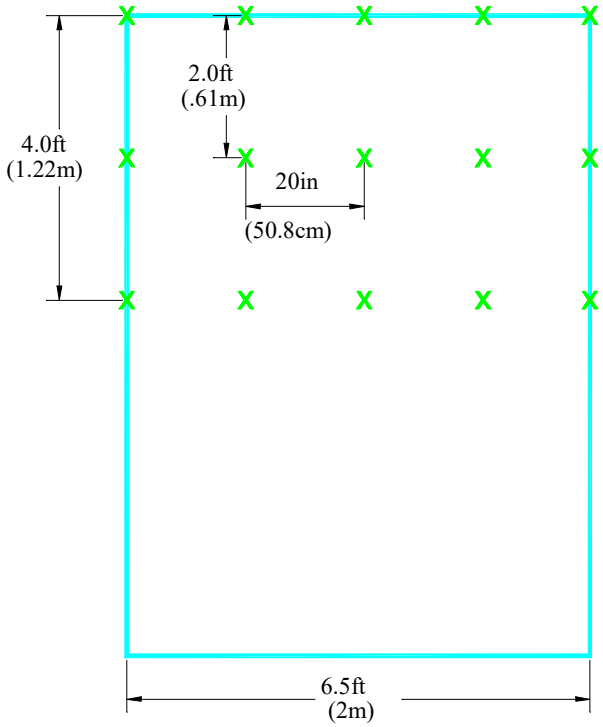


Fig. 3 High Kinetic Energy Erosion Control Blanket Installation

STAPLE PATTERN "E"

3.8 staples/yd^2 (4.5 staples/m^2) using 6 in (15.2 cm), 11 ga. wire "U" staples. 8 in (20.3 cm) staples and longer may be used for loose soils. 9 ga. staples or heavier may be necessary in hard or rocky soils.

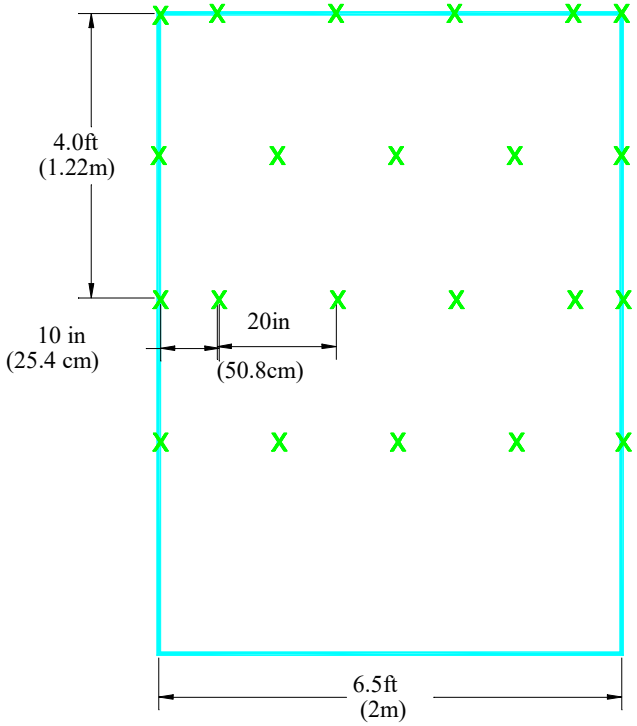


Fig. 4 Very High/Severe Kinetic Energy Erosion Control Blanket Installation

SPECIAL PROVISION
FOR
SITE RESTORATION

Description

This work shall include final restoration of disturbed areas to match existing conditions, due to service line verification or service line replacement work and subsequent paving, backfill and restoration preparation. Materials and construction methods as specified in this Special Provision shall supersede any conflicting technical specifications provided in the contract documents.

Materials

Materials specified in the standard specifications for the SOCWA member communities in which the Work resides shall supersede the following general materials.

Topsoil surface shall meet the requirements of Section 02958.

Seed shall meet the requirements of Seeding Mixture, THM as specified in General Roadside Seed Mix Selection Guide of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

Mulch Blanket shall meet the requirements of Single-Net Straw Erosion Control Blanket as specified in the Special Provision for Rolled Erosion Control Products

Sod shall meet the requirements of Section 02934.

Fertilizers shall comply with the requirements of Section 02929 for seeded lawns and Section 02934 for sodded lawns.

Mulch anchoring shall be a bonded fiber matrix (BFM) consisting of long strand, virgin wood fibers (90 percent by weight) and bound together by a pre-blended, high strength poly-saccharine polymer adhesive (10 percent by weight).

- The virgin wood fibers must be thermo-mechanically defiladed from clean whole wood chips, containing a minimum of 25 percent of the fibers averaging 7/16 of an inch long, with a minimum of 50 percent or more retained on the No. 25 sieve size.
- The organic binders must be a high viscosity colloidal poly-saccharine tackifier (4000 centipoise) with activating agents to render the resulting matrix insoluble upon drying.
- BFM shall be 90 day degradable.

Mulch shall be free of growth or germination inhibiting ingredients and shall meet the following requirements; shredded hardwood mulch shall consist of the dark brown, triple-shredded bark from hardwood trees such as maples and oaks which has been mixed and screened to a maximum four (4) inch particle size and provide a uniform texture free from sawdust, foreign materials, and any artificially introduced chemical compounds that would be detrimental to plant or animal life.

SPECIAL PROVISION
FOR
SITE RESTORATION

HRC 3/31/2020

Construction Methods

Remove existing plantings and landscape materials within the zone of influence of construction or that which cannot be reasonably protected during construction and store in such a manner that the removed items can be successfully replanted or replaced without damage.

Items shall be stored in areas near the construction site so that they can be monitored by the Owner's field representation. Document condition and layout of existing plantings and landscape materials prior to removal.

It is the Contractor's responsibility to protect and maintain all plantings and landscaping materials removed, while they are being stored and throughout the duration of construction. All plantings and landscape materials that perish or are damaged during the duration of the construction, due to the Contractor's inability to protect and maintain the items, shall be replaced in kind and in accordance with Section 02958.

Final site restoration shall not commence until all underground construction activities have been completed but no longer than 14 days after rough grade has been established unless otherwise approved by the Project Engineer.

Contractor shall acknowledge that his operations may take place on and near newly paved surfaces and shall accommodate these conditions by use of proper equipment and machinery so as to not damage finished products. Contractor shall be responsible for any damages to finished products.

Review the scope and limits of the restoration work with the Owner's field representative.

Furnish and install topsoil in areas prepared for restoration to a minimum depth to meet required lines, grades, and elevations after light rolling and natural settlement.

- Place approximately ½ of total amount of topsoil required.
- Add specified soil amendments (if needed), mix thoroughly into upper 4" of subsoil, and then place remainder of topsoil.
- Refer to Section 02958 for further preparation activities

Limit topsoil installation and preparation to areas which will be planted promptly thereafter.

Complete seed and mulch blanket or BFM installation within two (2) days of topsoil placement.

Seed areas as discussed during the review of the scope and limits of the restoration, in accordance with Section 02929.

Install Mulch Blanket atop seeded areas in accordance with requirements specified in the Special Provision for Rolled Erosion Control Products, or

SPECIAL PROVISION
FOR
SITE RESTORATION

HRC 3/31/2020

Install BFM, applied hydraulically, at a minimum rate of 4000 pounds per acre unless dormant seeding which requires a rate of 6000 pounds per acre or greater if specified by the manufacturer or as directed by the Engineer for the specific site conditions.

- BFM slurry must be applied in successive layers, from two or more directions, to fully cover 100 percent of the soil surface.
- Do not apply on saturated soils or immediately before, during or after rainfall in accordance with the manufacturer's recommended timeframe for application for such conditions.

If an area washes out after mulch blanket or BFM installation and acceptance and is the result of a storm, the contractor will be required to make corrections to prevent future washouts and replace the topsoil, fertilizer, seed and mulch blanket or BFM. This replacement will not be paid for as extra work.

Sod areas as discussed during the review of the scope and limits of the restoration, in accordance with Section 02934.

Seasonal limitations in accordance with Section 816 of the 2012 MDOT Standard Specifications for Construction will apply.

Replace existing plantings and landscape materials removed prior to construction. Coordinate with property owner if possible prior to planting and replacement and receive sign-off that the items have been replaced and arranged appropriately.

Provide four (4) inches of mulch in areas as discussed during the review of the scope and limits of the restoration. Mulch shall be thoroughly soaked after installation.

Maintenance, Inspection and Final Acceptance

The contractor will be required to water in accordance with section 816.03 daily at a rate of 3.5 gallons/square yard by natural or manual means to keep the surface moist for six (6) weeks after the seed or sod is placed.

Six (6) weeks after the initial seeding, the contractor will fill any areas that may have settled with topsoil and reseed and mulch or BFM areas without dense growth as directed by the engineer.

- The Owner will assume the restoration after the initial six (6) weeks after placement schedule and will continue to water the areas and repair any issues related to no growth or thin growth after the contractor reseeds and mulches.
- The contractor will be released from any further efforts to restore the lawn areas.

If the contractor has not watered for six (6) weeks prior to November 1, the contractor will be required to continue to water beginning April 15 until a total of six (6) weeks has been completed as the areas restored will be considered dormant seeding after November 1.

The Contractor shall water and provide one (1) cutting of the lawn to 3" inches in height prior to reseeding after the initial six (6) week period of contractor's responsibility.

SPECIAL PROVISION
FOR
SITE RESTORATION

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Inspection and final acceptance in accordance with Section 02970 is required prior to application for final payment.

Maintain sodded areas in accordance with Section 02970.

Inspection and final acceptance is required prior to application for final payment.

Measurement and Payment

The completed work as detailed above shall be recognized as **"Site Restoration"** and will be paid for at the contract unit prices for the following contract items (pay items), which includes all work indicated in this Special Provision.

Pay Item	**Pay Unit**
Turf Grass Repair - Rough and finish grade, apply 3" topsoil and sod	Syd
Turf Grass Repair - Rough and finish grade, apply 3" topsoil, seed and mulch blanket	Syd
Turf Grass Repair - Rough and finish grade, apply 3" topsoil and hydroseed	Syd
Hardwood Mulch, 4 inch	Syd

The pay items recognized under **"Site Restoration"** will be measured by area in square yards, based on actual area of material installed. Sod, Mulch Blanket or Mulch Anchoring (Hydroseed) may be used.

Hardwood mulch will be installed only as directed by the Owner or Owner's field representation and will be measured in place based on actual area of material installed to thickness required.

Seed will be measured by collection of vendor's certification tickets for weight of seed used and confirmed by measuring actual area seeded to determine application rate. Quantity of seed installed beyond the specified application rate will not be paid.

Payment of **"Site Restoration"** shall be payment in full for all costs associated with the restoration elements specified including furnishing all materials, installing and preparing topsoil to the tolerances indicated, installing seed, mulch blanket or BFM, to the rate, workmanship, and limits indicated, and maintaining restoration items in accordance with Section 02970.

Payment for these items will be at the following rate:

1) Contractor to receive 50% payment of any of these items when they are placed
2) Contractor will receive remaining 50% when all the provisions detailed herein are completed

When **"Site Restoration"** work is completed, including the six (6) week maintenance period, Engineer will, upon request, make a final inspection prior to transferring the responsibility to the Owner for assuming those areas for completion and watering.

SPECIAL PROVISION
FOR
SITE RESTORATION

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Where inspected **"Site Restoration"** work during the initial six (6) weeks after placement does not comply with requirements, the contractor shall replace rejected work and continue specified six (6) week maintenance until reinspected by Engineer and found acceptable which shall not exceed the six (6) week time frame after placement.

The following items will not be measured and paid for separately, but shall be included in the respective bid items under **"Site Restoration"**.

Topsoil Surface, Furn, 3 inch, Special
Seeding, Mixture THM
Mulch Blanket, Special
Mulch Anchoring, Hydroseed
Soil Amendments
Fertilizer, Chemical Nutrient, CL A
Water Sodding/Seeding
Weed Control

Payment for **Site Restoration** shall be payment in full for all costs associated with these specific restoration elements including furnishing all materials, installing and preparing topsoil to the tolerances indicated, installing sod to the workmanship and limits agreed to, maintaining restoration items in accordance with Section 02970 and property owner sign off.

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

Description

This work consists of providing all labor, equipment and materials necessary to replace an existing water service line from the public water supply main (water main) to the existing curb stop (i.e., public water service line) and/or from the discharge of the existing curb stop to the customer premise plumbing or to the building plumbing at the first shut-off valve inside the building or 18 inches inside the building (hereinafter referred to as “meter”), whichever is shorter (i.e., private water service line).

The intent of this work is to be performed on a non-emergency, individual service line replacement basis to replace either the private water service line, the public water service line, or both. If lead or galvanized public or private service lines are found to exist where previously thought to be non-lead, they should be replaced concurrently, consistent with the details and pay items provided herein. Work may include the removal and replacement of sidewalk, driveways or roadways which will be paid for under separate pay items as detailed. At no time shall a partial service line replacement – replacing public side service lines while leaving lead private side service lines or vice versa – be allowed.

Work on private service lines will typically take place on private property and within a building/premises. Therefore, private property access agreements are required prior to any Work commencing on the private water service lines. Any work completed on private water service lines without a signed access agreement will not be covered under the terms and conditions of this Contract. As part of their signed access agreement, tenant/property owners will be required to provide clear access to the location in which the service line enters the building/premises. However, proposals for private service line replacement work should allow for minor clearing of the workspace (i.e. moving some minor items small furniture, storage boxes, etc.) in order to gain the clear access needed to complete the project. Should the work require significant clearing of materials, removal of items adhered or connected to surfaces or other unforeseeable conditions that would not constitute clear access the property owner/tenant shall be informed that service line replacement cannot commence until clear access is provided.

Perform work in accordance with this Special Provision, the Owner’s standard details, local ordinances and the latest edition of the Michigan Plumbing Code. Work will require accessing private property, including inside a building/premises in most cases. A field representative of the Owner must be on-site during all work within a building/premises.

It is the intent of the project that the following coordination and administrative work items will be completed by the Owner and/or Owner’s field representative:

- Distribution of Initial Notification and Public Education documents
- Collection of signed Access Agreements
- Initial Introductory Meeting Attendance and Work Plan
- Scheduling of Service Line Replacement work with property owner/tenant
- Recording and documenting service line replacement work.
- Conduct premise plumbing flush

However, some Member Communities do not have staff available to administer the coordination and management aspects of a Service Line Replacement Program. Therefore, separate work items have been provided in the Cost Worksheet for the contractor to perform the coordination and administrative work items listed above. These work items will only be used upon direct authorization of the member community and advanced notice to contractors will be provided when the intent to use these administrative work items is needed.

For the purposes of his Special Provision "Owner" refers to SOCWA and/or the SOCWA member community in which the Work resides, depending on the stage of construction.

Materials

Service line materials shall be type K seamless copper tubing compliant with lead-free regulations (NSF 372 and NSF-61G), unless the use of another material is authorized by the Owner.

- Refer to Section 02660 for further detail on material requirements

HDPE water services shall be minimum SDR 9 and 1-inch minimum diameter.

- Refer to Section 02660 for further detail on material requirements

Pipe fittings for service lines outside of the building/premises shall be consistent with the service line materials data sheet as provided in the Contract documents.

Pipe fittings for building/premise plumbing shall be in conformance with materials listed in the latest edition of the Michigan Plumbing Code.

Hydraulic Cement for the restoration of foundation walls or floors or sealing of annular spaces around the service line shall be rapid-setting, calcium aluminate cement product with fiberglass reinforcement. The product shall have a minimum compressive strength of 3,000 psi, minimum bond strength of 2,000 psi and maximum 0.1% drying shrinkage at 90% relative humidity.

Final backfill for excavations shall meet the requirements of Section 02315.

Concrete required for sidewalk, driveway and roadway replacement shall be MDOT P1 with a minimum compressive strength of 3,500 psi, unless otherwise specified in the Owner's permitting standards.

Site restoration materials shall meet the minimum requirements of the Special Provision for Site Restoration unless the conditions for private property access require more stringent materials.

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

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Construction Methods

Preconstruction Activities:

Temporary shutting off of water service to a building/residence for the replacement of a water service line shall be done only with approval from and coordination with the Owner.

- All construction work must be coordinated so that the duration a building/premises is without water service is minimized.
- Under no circumstances shall a residence be left without water service overnight.
- Contractor's operations must be continuous until water service to a residence is restored.

Private water service replacement work cannot begin until access agreements have been signed by all necessary parties.

The Owner will coordinate and schedule an introductory meeting with property owner/tenant, unless otherwise specified by the Owner for the contractor to perform this task. At the time of the introductory meeting the responsible party will initially verify the presence of a lead service line in the building/premises.

If the presumed lead service line within the building/premises is verified as not being lead or galvanized, the remainder of the introductory meeting may be concluded.

- Report findings to Owner, along with any signs of partial replacement of the private water service line,
- Address to be removed from the service line replacement program, unless the public water service line is presumed to be lead,
- Owner to review the source of the original information and determine if further investigation is needed.

If a lead service line within the building/premises is verified, the responsibility party will perform the following tasks;

- Take pictures/video of the interior and exterior workspace
- Visually inspect all exposed plumbing and plumbing fixtures
- Complete a Work Plan for the property where the water service is to be replaced, including;
    - Method of replacement
    - Sequence of operations and duration of impact
    - Materials, equipment and number of personnel to enter the premises
    - Anticipated extent of premises and exterior private property damage
- Review Work Plan with the property tenant/property owner

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

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The Owner will supply the impacted tenant/property owners with a packet of lead service line replacement (LSLR) information, unless otherwise specified by the Owner for the contractor to perform this task. This initial LSLR informational packet will include at minimum;

- Recommended Flushing Instructions
- Filter Care and Maintenance Guidelines
- Lead Service Line Replacement Program FAQ
- Healthy Water Tips Pamphlet

Obtain a plumbing permit from the Owner or municipality in which the work is taking place.

- Plumbing permits must be pulled by a licensed Master plumber or in accordance with the AHJ's permitting procedures,
- The installation of water service piping within a building/premises does not need to be performed by a licensed master or journeyman plumber if the following apply;
    - A permit is secured from the responsible enforcing agency and inspections are performed.
    - The installer certifies that the installation complies with the applicable parts of the state construction code.

Construction Activities:

Maintaining traffic shall consist of signage, barrels, cones and all other means of traffic control and site safety measures in accordance with the latest edition of the MMUTCD to assure the safety of the traveling public while also maintaining access to all local residents.

- Maintaining traffic along typical residential streets and low volume commercial or industrial avenues should be considered included with the project.
- Should the authority having jurisdiction (AHJ) deem that more coordinated traffic control is needed, the AHJ will either perform the traffic control themselves or negotiate a cost proposal from the Contractor based on the scope, terms and traffic control plan needed.

Prior to starting any work on the day of the water service line replacement (SLR);

- Ensure the accessibility conditions of the access agreement and work plan have been met (i.e. whether the tenant/property owner wished to be present),
- Review that MISS DIG staking has been completed and is current,
- Be prepared to complete a full service line replacement (FSLR),
    - An FLSR includes replacing the public water service line and the private water service line, including a new curb stop, curb box and water main connection as specified by the Owner.
- Disconnect the water service line upstream of the meter.

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

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Perform an exploratory excavation at the curb stop to verify the extent of the work.

- If the service line material between the curb stop and the water main is galvanized or lead, immediately contact the on-site Owner's field representative and prepare for an FSLR.
- Ensure at least 24-inches of service line is exposed when verifying the service line material.
    - Once lead or galvanized piping material is verified, the extent of the work has been verified and the exploratory excavation may be stopped.

Install a new private water service line or public water service or both.

- Refer to the "Approved Service Line Installation Methods" at the end of this Special Provision to review the requirements and expectations of the pre-approved SLR methods.
- Contractor shall be prepared to open-cut the new service line in case other methods fail.
- Partial service line replacements are prohibited; at no time shall existing lead or galvanized piping remain in contact with the potable water service line to a building/premises in which the service line replacement work is being completed.
- FSLRs require a minimum water service line diameter of one (1) inch.
- The size of the new private water service shall be 1-inch diameter minimum or match the existing service size from the public water service whichever is larger
    - Owner has the authority to authorize the use of service lines less than 1-inch in diameter if the existing public water service line serving the private water service line is less than 1-inch in diameter.
- A new curb stop and curb box is required when the public water service line is replaced.

If a public water service line replacement is performed, complete one of the following connection types as specified by the Owner;

- Connect to the discharge end of the existing corporation stop or
- Provide a new tap to the existing water main

If a new tap to the existing water main is required by the system Owner;

- Install a new service connection and corporation stop on the existing water main
    - Install a service saddle where required by the system Owner
    - New connection shall be a minimum of 12 inches away from any existing service tap
- Abandon or remove the existing corporation stop as required by the Owner;
    - To abandon
        - Cut/disconnect the existing service line
        - Close and plug the existing corporation stop.
    - To remove;
        - Coordinate water system shutdown with the AHJ
        - Remove existing corporation stop
        - Install a new service saddle and/or stainless steel repair clamp over the hole in the pipe as required by the Owner

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FOR
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Prepare penetration for new water service line

- Sawcutting within a premises to remove concrete flooring is prohibited.
- Hazardous or Non-hazardous, contaminated material (such as Asbestos tile or insulation), if present, shall not be removed by the Contractor. Consult the Owner's representative for further direction when questionable materials are encountered
- Limit new penetrations or enlargement of existing penetrations to the smallest dimensions possible.
- Clean up edges of penetration so as to not damage new service line piping when being installed and to create a clean joint when restored.

Conduct initial water service line flush;

- Complete initial flush prior to connecting to building/premise plumbing or private service line,
- Connect new water service to water main or curb stop,
- Connect a hose to the end of the new water service either within the excavation at the curb stop (for a public side only replacement) or within the building/premises (for a FSLR or a private side replacement) and flush at full velocity for a minimum of 10 minutes or until water runs clear, whichever is less,
- Drain the flush water to the nearest drain, laundry tub or to the exterior as agreed to with the Owner's representative and/or tenant/property owner.

Connect the new water service to premise plumbing.

- Install a new interior water shut-off valve (angle meter ball valve with a handle) on the service side (upstream) of the meter unless otherwise directed.
- Premise plumbing work must be inspected in accordance with the jurisdictional permitting authority's requirements.

Backfill and compact all exterior excavations in accordance with Section 02315

- Non-paved areas outside the Owner's right-of-way and not within the influence of the road are to be backfilled and compacted to grade with suitable excavated material.
    - Mounding of the grade to anticipate settlement is prohibited.
- Areas within the Owner's right-of-way are to be backfilled and compacted with Class II sand.
    - Within paved areas the sand backfill shall stop at the bottom of the proposed pavement section
    - Within non-paved areas, the sand backfill shall stop one (1) below the surface and suitable excavated material and topsoil shall make up the remaining backfill.

Temporary roadways, sidewalks and driveways shall be prepared with maintenance aggregate or cold patch as directed by the Owner

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

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Owner's field representative to perform a full-system flush in accordance with AWWA C810 in the presence of the tenant/property owner in accordance with the post-replacement instructions for flushing of premise plumbing, unless otherwise specified by the Owner for the contractor to perform this task. Additional compensation may be requested for building/premises that include greater than eight (8) fixtures to flush. Full-system flush shall consist of, at a minimum;

1. Locate all faucets in the building/premises that will drain,
2. Remove aerators, screens, shower heads, etc. (wherever possible) for all faucets that are planned to be flushed,
3. Open faucets in the basement or lowest level in the building/premises and leave all faucets running at the highest rate possible using cold water,
4. Proceed to open faucets and flush in the same manner on the next highest floor until you reach the highest floor in the building/premises,
5. After all faucets are open, leave water running for at least 30 minutes,
6. After 30 minutes, turn off the first faucet opened and continue to turn off faucets in the order they were opened.

Advise the tenant/property owner to clean or replace aerators/screens at each faucet.

Owner's field representative to review with tenant/property owner post-replacement instructions for daily mini-flushing of premise plumbing, use of filters, testing and sampling and healthy water tips pamphlet and collect signature of review of these instructions.

Restore any disturbance within premises.

- Repair any penetrations in the floor or wall created to install new water service line with hydraulic cement.
- Clean, sweep and remove all construction debris from the interior work area

Remove any debris generated on the exterior of the building/premises and rough grade the site to its original grade and contour, compact to prevent settling and prepare the site for restoration.

Owner will collect tenant/property owner signature for substantial completion of access agreement including restoration of all disturbance within the premises and supply literature to affected tenants/property owners regarding post-replacement responsibilities.

At the time of substantial completion, the one (1) year warranty on the service line replacement will commence.

Complete all exterior restoration (turf restoration, pavement, etc.) within 14 days of substantial completion unless seasonal limitations prohibit the work.

Exterior restoration will be considered separate to this substantial completion as seasonal limitations may preside over its completion.

SPECIAL PROVISION
FOR
WATER SERVICE LINE REPLACEMENT

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Final Acceptance

Exterior restoration to be completed in accordance with the Special Provision for Site Restoration and MDOT Standard Specifications for Construction (concrete) and Section 02511 (HMA) for sidewalk, driveway and roadway replacements.

Owner will collect tenant/property owner signature for final completion of access agreement.

Measurement and Payment

The completed work as detailed above shall be recognized by the contract items (pay items) #1 through #67 and #71 through #89 as detailed in the Cost Worksheet as provided in Section 00300 and as described in Section 01220 and will be paid for at the contract unit price bid as such.

The following items will not be paid for separately but should be considered to be included in the project;

- Mobilization/demobilization
- Brass unions, reducers, angle valves and other fittings necessary to complete the work.
- Master plumber registration fee
- ROW permit
- Maintain grounding of the home's electrical system during the installation of the new service line to the satisfaction of the Owner's representative
- Traffic Control, unless measures beyond the scoped described herein are necessary

The following items will be the responsibility of the Owner or Owner's field representative, unless otherwise required by the Owner through use of the associated pay items in the Cost Worksheet, all other items needed to complete the project are the responsibility of the Contractor;

- Collect Signatures for Access Agreement, Substantial Completion of Agreement and Final Completion of Agreement
- Initiating first contact with tenant/property owner and performing initial walkthrough of the premises
- Development of Service Line Replacement Work Plan and Review with Tenant/Property Owner
- Conducting a condition survey of the premises complete with photographic evidence of the interior and exterior work areas
- Distribution of lead service line informational materials
- Scheduling service line replacement work with property owner/tenant
- Site observation during in-home work
- Delivery of post-replacement instructions, collect signature of delivery and witness full-system flush

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
APPROVED SERVICE LINE INSTALLATION METHODS
FOR
WATER SERVICE LINE REPLACEMENT PROGRAM

Open Cut

Locate the existing service line and excavate a trench along the same alignment as the existing service line. Remove the existing service line and install a new water service line in the same trench as the existing service line. An open cut service line installation will require a new penetration through the foundation wall that is twice the diameter (min.) of the service line being installed. This new penetration must be cored. The service line through the wall shall be wrapped in a protective sheathing at least 0.025 inches (0.64 mils) thick and the penetration be packed tight from the inside and out with a preapproved hydraulic cement material. Prior to backfill, the exterior of penetration shall be sealed with an Owner approved waterproofing membrane. Bed the service line in Class II sand and backfill with suitable excavated material or Class II sand as directed by the Owner and in accordance with Section 02315. The open cut replacement of service lines beneath the roadway, except in cases of emergency, is prohibited.

Horizontal Directional Drilling

Water service lines that are horizontal directionally drilled are required to be bored beneath the foundation wall and connected to the premise plumbing through the floor of the foundation. Horizontal directional drilling through a foundation wall is prohibited unless written authorization from the Owner is provided. Follow the requirements of Public Act 174 and locate all utilities prior to pilot bore. Excavate below the foundation floor to locate the pilot bore. Removal of the foundation floor necessary to locate the pilot bore shall be kept to a minimum. Pull in new service line. Use caution not to exceed the pull stresses of the service line material. Wrap the service line, that is to be in contact with the foundation floor, in a protective sheathing at least 0.025 inches (0.64 mils) thick prior to restoring the floor of the foundation. Concrete floors requiring repair shall utilize a high-strength hydraulic cement as specified.

Pipe Pulling

The pulling of a water service line through a foundation wall is allowed only upon authorization from the Owner. Remove the minimum amount of existing material around the existing service line to pull the new service line through location of the existing penetration and properly seal the annulus around the new service line. Feed a high strength cable through the existing service line and connect to the roll of service line tubing. Engage compression couplings on both ends of the existing service line and initiate the pull. Pull the existing service line at a consistent force to avoid breaking or tearing the existing service line during the pull and minimize potential for underground disturbances. Once pulled through, check the service line for marring and remove any portions that show significant signs of damage. Wrap the service line, that is to be in contact with the restoration mortar, in a protective sheathing at least 0.025 inches (0.64 mils) thick prior to restoring the floor of the foundation. Annuluses shall be repaired utilizing a high-strength hydraulic cement as specified.

SPECIAL PROVISION
FOR
WATER SERVICE LINE MATERIAL VERIFICATION

Description

This work consists of providing all labor, equipment and materials necessary to verify the existing material of water service lines. The intent of this work is to identify the material of a water service line in three (3) separate locations along its existence from the public water supply main to the building/premise plumbing;

1) at the discharge of the corporation stop on the public water supply main
2) on each side of the curb stop
3) at the interior penetration of the private service line to the building/premise

Street addresses will be provided by the member communities for the locations of the material verifications. Member communities will indicate what type of verification they will require for which street address and also flag/mark the curb box locations.

Materials

Final backfill materials for excavations shall meet the requirements of Section 02315.

Concrete required for sidewalk, driveway and roadway replacement shall be MDOT P1 with a minimum compressive strength of 3,500 psi

Site restoration materials shall meet the minimum requirements of the Special Provision for Site Restoration unless the conditions for private property access require materials that are more stringent.

Construction Methods

Curb Stop Verifications:

Excavate to expose the existing water service line at the curb stop.

- Salvage turf grass and topsoil.
- Remove sidewalk only where necessary to accommodate the excavation.
- Utilize hydroexcavation, potholing or air-knifing technologies to limit the size of the disruption wherever possible.
- Support and protect the curb box during the excavation.
- Expose the existing water service line a minimum of 24 inches on each side of the curb stop.
    - If lead or galvanized service line piping is discovered, excavation may cease and exposing the full 24 inches of service line on each side is not necessary
- Haul away and dispose of unsuitable excavated materials

Document the existing water service line material on each side of the curb stop.

- Complete service line verification form.
- Log the service line information into GIS collector application, if available.
- Provide photo documentation of existing service line.

SPECIAL PROVISION
FOR
WATER SERVICE LINE MATERIAL VERIFICATION

HRC 3/31/2020

Evaluate the condition of the curb stop and curb box and make recommendation for replacement.

- Owner or Owner's representative will have the authority to approve replacing deteriorated components.

Bed the curb stop and bottom of the curb box in 3/4 inch crushed stone.

Backfill and compact the excavation in accordance with Section 02315.

- Plumb the curb box as backfill progresses.

Restore the disturbed areas in accordance with the Special Provision for Site Restoration

Interior Penetration Verifications:

Coordinate and schedule a site visit with the tenant/property owner.

Document the existing water service line material entering the building/premises

- Complete service line verification form.
- Log the service line information into GIS collector application, if available.
- Provide photo documentation.

Review the existing penetration for evidence of service line splicing near the penetration.

Water Main Verifications

Excavate to expose the existing water service line at the water main.

- Sawcut and remove pavement only where necessary to accommodate excavation.
- Utilize hydroexcavation, potholing or air-knifing technologies to limit the size of the disruption wherever possible.
- Haul away and dispose of pavement and unsuitable excavated materials

Document the existing water service line material on each side of the curb stop.

- Complete service line verification form.
- Log the service line information into GIS collector application, if available.
- Provide photo documentation of existing service line.

Bed the water main in 6AA crushed stone to 12 inches above the top of the water main.

- Rod the stone into the haunches of the pipe during bedding
- Refer to Section 02315, Article 3.7 for more detailed bedding installation requirements.

Backfill and compact the excavation in accordance with Section 02315.

Restore the disturbed areas in accordance with the Special Provision for Site Restoration.

SPECIAL PROVISION
FOR
WATER SERVICE LINE MATERIAL VERIFICATION

HRC 3/31/2020

General:

Maintaining traffic is incidental shall consist of signage, barrels, cones and all other means of traffic control and site safety measures in accordance with the latest edition of the MMUTCD to assure the safety of the traveling public while also maintaining access to all local residents. Maintaining traffic along typical residential streets and low volume commercial or industrial avenues should be considered included with the project. Should the authority having jurisdiction (AHJ) deem that more coordinated traffic control is needed, the AHJ will either perform the traffic control themselves or negotiate a cost proposal from the Contractor based on the scope, terms and traffic control plan needed.

Backfill and compact all exterior excavations in accordance with Section 02315

- Non-paved areas outside the Owner's right-of-way and not within the influence of the road are to be backfilled and compacted to grade with suitable excavated material.
    - Mounding of the grade to anticipate settlement is prohibited.
- Areas within the Owner's right-of-way are to be backfilled and compacted with Class II sand.
    - Within paved areas the sand backfill shall stop at the bottom of the proposed pavement section
    - Within non-paved areas, the sand backfill shall stop one (1) below the surface and suitable excavated material and topsoil shall make up the remaining backfill.

Temporary roadways, sidewalks and driveways shall be prepared with maintenance aggregate or cold patch as directed by the Owner

Install backfill immediately following verification of service line materials and any replacement of deteriorated service line components. In no circumstance shall an excavation remain open overnight.

Measurement and Payment

Pay Item **Pay Unit**

Service Line Material Verification, Curb Stop.....Ea
Service Line Material Verification, Interior Penetration .....Ea
Service Line Material Verification, Water Main .....Ea

Service Line Material Verification, Curb Stop includes all equipment, materials, and labor needed to expose the existing water service line at the curb stop, document the material of the water service line on each side of the curb stop and backfill and compact the excavation.

Service Line Material Verification, Interior Penetration includes all labor and materials needed to schedule an inspection of the service line entry point into the building/premises and document the material of the water service line.

SPECIAL PROVISION
FOR
WATER SERVICE LINE MATERIAL VERIFICATION

HRC 3/31/2020

Service Line Material Verification, Water Main includes all equipment, materials, and labor needed to expose the existing water service line at the public water supply main, document the material of the water service line on the discharge side of the corporation stop and backfill and compact the excavation.

The following items will not be measured and paid for separately, but shall be included in the unit price bid for each of the above items;

Mobilization
Maintaining Traffic
Soil Erosion and Sedimentation Control
Hauling and Disposal of Excavated Materials
Stone Bedding
Class II Backfill

Refer to the “As Needed Materials and Surface Restoration Items” section of the Cost Worksheet for additional items of work that will be paid for separately.

Royal Oak
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CITY COMMISSION AGENDA ITEM

TITLE	**Request to Approve Joint and Cooperative Agreement with the Southeastern Oakland County Public Works Association**
SUBMITTING DEPARTMENT	**Public Service**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

The Southeastern Oakland County Public Works Association (SOCPWA) has updated the joint and cooperative agreement of which Royal Oak has historically been a participant. The agreement allows the participating members to assist other member communities during an emergency situation. The same assistance would be made available to Royal Oak whenever needed.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**N/A**
AMOUNT CURRENTLY BUDGETED	**N/A**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☒No fiscal impact
☐Revenue impact (details below)
☐Workload impact (details below)
☐Operations Impact (details below)

REVENUE IMPACT: NA

WORKLOAD IMPACT: NA

OPERATIONS IMPACT: NA

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS
N/A

COMMUNITY ENGAGEMENT
None

BOARD AND COMMISSION FEEDBACK
None

LEGAL COMMENTS
This agreement was revised and updated by several member community city attorneys.

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the Joint and Cooperative Agreement for Use of Public Works Personnel and Equipment during emergencies; and

Be it further resolved, the Royal Oak City Commission authorizes the Mayor and Clerk to execute the agreement on behalf of the City.

ATTACHMENT: Joint and Cooperative Agreement

JOINT AND COOPERATIVE AGREEMENT
FOR USE OF
PERSONNEL AND EQUIPMENT DURING EMERGENCIES

SOUTHEASTERN OAKLAND COUNTY PUBLIC WORKS ASSOCIATION
PUBLIC WORKS MUTUAL AID AUTHORITY

I. PURPOSE

The member communities of the Southeastern Oakland County Public Works Association (SOCPWA) recognize that they have authority pursuant to the provisions of Public Act 35 of 1951, an Act to authorize intergovernmental contracts between municipal corporations and to authorize any municipal corporation to contract with any other person or any other municipal corporation; to furnish any lawful municipal service to property outside the corporate limits of the first municipal corporation for consideration. The result establishes a regional mutual aid association, to be known as the Public Works Mutual Aid Authority, representative of the various communities with authority and responsibilities relating to utilization of resources to counteract natural and man-made disasters common to all communities, together with the power and authority to implement such services as set forth herein.

II. DEFINITION OF TERMS

For purposes of this Agreement, the terms defined in this section shall have the meanings given them.

1. *Party* means a governmental unit which is a party to this Agreement.
2. *Eligible party* means a governmental or corporation unit which is entitled to become a party to this Agreement, at its own option.
3. *Requesting party* means a party which requests assistance from other parties.
4. *Responding party* means a party which provides assistance to a requesting party.
5. *Assistance* includes personnel, materials and equipment.
6. *Requesting official* means the person who has been designated by the requesting party to request assistance from other parties.
7. *Responding official* means the person who has been designated by a party to determine whether and to what extent that party should provide assistance to a requesting party.
8. *Emergency* means a sudden and unforeseen situation requiring immediate action beyond the requesting party's capability.
9. *Authority Secretary* means the secretary of the Public Works Mutual Aid Authority.

10. *Public Works Mutual Aid Authority* means the organization formed by the Southeastern Oakland County Public Works Association to meet emergency situations within the boundaries of its member communities.

III. PARTIES

1. The parties to this Agreement shall consist of members of the Southeastern Oakland County Public Works Association and shall be known as the Public Works Mutual Aid Authority. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by the member party together with a certified copy of the resolution authorizing the Agreement.

2. The Authority Secretary shall maintain a current list of the parties to this Agreement. Whenever there is a change of the parties to this Agreement, the Authority Secretary shall notify the designated responding official of each of the parties of such change.

IV. PROCEDURE

1. Each party shall designate and keep on file with the Authority Secretary the name of the person of that party who shall be its requesting official and responding official. A party may designate alternate officials to act in the absence of the primary official.

2. Whenever, in the opinion of a requesting official of a party, there is a need for assistance from other parties to assist the requesting party, such requesting official may, at his or her discretion, call upon the responding official of any other party to furnish assistance to and within the boundaries of the requesting party. It is the intention of the parties to this Agreement to cooperate in the event of an emergency by making available to a requesting party necessary or requested personnel, materials, and equipment without undue delay.

3. Upon the receipt of a request for assistance from a party, the responding official for any other party may authorize and direct the personnel of the responding party to provide assistance to the requesting party. Whether the responding party shall provide such assistance to the requesting party, and, if so, to what extent such assistance shall be provided, shall be determined solely by the responding official subject to such supervision and direction as may be applicable for him or her within the governmental structure of the party by which he or she is employed. Failure to provide assistance will not result in liability to any party.

4. When a responding party provides assistance under the terms of this Agreement, it may in turn request assistance from other parties as “back-up” during the time that it is providing assistance outside its boundaries.

5. Whenever a responding party has provided assistance to a requesting party, the responding official may at any time recall such assistance or any part thereof to

the responding party, if the responding official in his best judgment deems this is in the best interest of his own agency.

6. When a responding party supplies equipment and personnel to a requesting party, said equipment and personnel shall remain under the direction and control of the responding party; shall be paid by the responding party; shall be protected by the Worker's Compensation of the responding party; and shall otherwise be deemed to be performing their regular duties for the responding party. However, the responding party shall undertake to coordinate with the requesting party the assistance which it provides. The requesting party shall provide all routine fueling and servicing of respondents' equipment and materials, and shall assume all costs thereof during the assistance period.

7. A responding party shall be responsible for its own personnel, equipment, and materials and for injuries or death to any personnel, or damage to any such equipment or materials, except that unused equipment and materials provided by the responding party shall be returned to the responding party by the requesting party when circumstances permit this to be done.

8. The requesting and responding parties may review any equipment repaired to determine if such repair was directly related to the emergency operation. If mutually agreed that repairs are required, they shall be the responsibility of the requesting party. Any disagreement which cannot be resolved by the responding and requesting parties shall be resolved by a committee established from the Public Works Mutual Aid Authority. Materials and supplies used by the responding party at the request or direction of the requesting party shall be reimbursed by the requesting party to the responding party.

9. An emergency response by a responding party, which is provided on a "gratis" basis, shall be limited to a maximum of forty-eight (48) hours duration. After such time, the responding party shall be reimbursed for labor and equipment by the requesting party. During this period of time, the requesting party shall actively seek to engage outside contractors to conduct the work being done by the responding party so as to expedite the return of the responding party to its home community.

10. The responding party shall maintain such records of the cost of labor, equipment and materials provided; and hours of work or operation as deemed necessary for recovery of costs in the event the incident becomes eligible for Federal or State Disaster Assistance. If declared eligible, these costs shall then be reimbursed by the requesting party in full or in a prorata share of assistance provided.

11. The requesting party shall not be responsible for any injuries, losses, or damages to persons or property arising out of the acts of any of the personnel of a responding party. Nor shall the responding party be responsible for injuries, losses or damages arising out of the acts of any of the personnel of the requesting party or the personnel of any other responding party.

12. Technical service and assistance of non-emergency nature may be requested and/or provided by the parties to this Agreement.

V. INSURANCE

Each party to this Agreement shall maintain appropriate insurance policies covering personal and public liability. Said policies shall cover damage or injury caused by negligent operation of its vehicles while operating under the terms of this Agreement outside of its corporate limits or contract areas.

VI. RESPONSIBILITY PROVISION

Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, pursuant to this Agreement.

Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

VII. COMPLETE AGREEMENT

The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of this Agreement. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions, or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

VIII. APPROVALS

All of the parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The person signing this agreement on

behalf of each municipality have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

IX. WITHDRAWAL, TERM, AND TERMINATION

This Agreement shall be for an Initial Term of five (5) years, from _____, 2025 through _____, 2030. If this Agreement is not terminated as provided below, it shall automatically renew annually for a Renewal Term of one (1) year, subject to the terms and conditions below. The Renewal Terms possible under this Section are not limited. Any party may withdraw from the Association at any time upon thirty (30) days written notice to the Authority. The Authority Secretary shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties, as hereinbefore provided.

X. NO THIRD-PARTY BENEFICIARIES.

This Agreement is not intended to, and does not, create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a named party to this Agreement. The parties will not authorize third party use of the system without prior approval of those entering into this Agreement.

XI. ASSIGNMENTS.

The rights, duties and obligations under this Agreement are not assignable and may not be delegated by any party, except with the written approval of the other parties to this Agreement.

XII. NOTICES.

Notices under this Agreement shall be directed to current designated the Requesting/Responding Official identified on file with the Secretary.

XIII. AMENDMENTS.

Amendments of this Agreement shall be in writing, approved by resolution of the councils and boards of the parties, and be signed by authorized representatives of the parties.

XIV. SEVERABILITY.

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

XV. APPLICABLE LAW.

This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive

or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.

XVI. NO WAIVER.

Absent an express written waiver, the failure of a party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

XVII. COMPLIANCE WITH LAWS.

Each party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

XVIII. FILING.

As provided in MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

XIX. EFFECTIVE DATE

This Agreement shall become effective on_____, 20_____.

IN WITNESS WHEREOF, the undersigned, on behalf of their governmental unit, have executed this Agreement pursuant to authorization by the City/Township of _____, MICHIGAN on the _____ day of _____, 20_____.

City/Township of _____

WITNESS: _____ By: _____
Chief Elected Official

WITNESS: _____ By: _____
Clerk

Date: _____

SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION

WITNESS: _____ By: _____

Date: _____

CONSTITUTION AND BY-LAWS
OF THE
SOUTHEASTERN OAKLAND COUNTY
PUBLIC WORKS ASSOCIATION'S
PUBLIC WORKS MUTUAL AID AUTHORITY

ARTICLE I
Name and Purpose

Section I: This organization shall be known as the "Public Works Mutual Aid Authority".

Section II: The purpose of membership in this association shall be to assist member communities in emergency situations, to exchange ideas, equipment, and methods of dealing with emergencies, and to protect the lives and property within member communities in the case of any emergency or disaster.

ARTICLE II
Membership

Section I: Membership in this authority shall refer to public works departments, or its equivalent department.

Section II: Any public works department or organization holding membership in the Southeastern Oakland County Public Works Association, and that can be of reciprocal service to other members of said organizations evidenced by its maintenance of a level of equipment and labor sufficient to meet the ordinary and routine operations and services within its community, and are from an incorporated Village or City, a Township, or an authority created by such bodies, and is approved by a simple majority of the membership, shall be eligible for membership in this authority.

Section III: The following shall be known as members of this authority as of November 14, 2012:

Auburn Hills	Berkley	Birmingham	Bloomfield Township
Clawson	Farmington Hills	Ferndale	Hazel Park
Huntington Woods	Lathrup Village	Madison Heights	Novi
Oak Park	Orchard Lake Village	Pleasant Ridge	Rochester
Royal Oak	Southfield	SOCRRA	SOCWA
Village of Franklin			

ARTICLE III
Dues

Section I: Each member shall pay an annual membership fee of $10.00 per year, which shall be due and payable on January 31 of each year.

ARTICLE IV
Officers

Section I: The officers of the Southeastern Oakland County Public Works Association shall be Chairperson, Vice Chairperson, and a Secretary-Treasurer, and shall constitute the Executive Committee of the Public Works Mutual Aid Authority.

Section II: The Chairperson shall have the following duties: To call all regular and special meetings; to preside and preserve order at all meetings; to appoint committees; to see that subordinate officers execute the obligations and duties of their respective offices to the best of their ability.

Section III: The Vice-Chairperson shall have the following duties: To assist the Chairperson in the discharge of his or her regular duties, and in the event of the absence of the Chairperson, to assume the duties of Chairperson.

Section IV: The Secretary-Treasurer shall have the following duties: To call the roll; to keep a record of all proceedings of the Authority; to collect all dues and other monies due the Authority; to pay out said monies on the order of the Authority; and to send notices of all regular and special meetings of the Authority. The Secretary-Treasurer shall make an itemized report of all income and expenses to be presented at the first regular meeting of each year. In addition, the Secretary-Treasurer shall maintain a current list of all members in the Authority.

ARTICLE V
Meetings

Section I: The regular meeting of the Authority shall be held in January of each year. The time and location shall be determined by the executive committee.

Section II: Special meetings shall be called by the Chairperson with at least seven (7) days written notice to the membership.

Section III: A simple majority of the membership shall constitute a quorum.

Section IV: The Roberts Rules of Order shall govern.

Section V: Each member shall have one (1) vote.

ARTICLE VI
Elections

Section I: The election of officers shall be held at the regular meeting of each year. This election shall be by secret ballot, or by open ballot, at the selection of the membership.

Section II: The officers of the Authority shall be elected for a term of two (2) years.

Section III: In the event of a vacancy occurring in the office of the Chairperson, the Vice Chairperson shall succeed to that office. The Chairperson shall appoint replacement officers for all vacancies.

ARTICLE VII
Committees

Section I: The Authority shall have the following annual committee: Executive. Other committees may be formed to serve in an ad-hoc capacity, at the discretion of the executive committee.

Section II: Any committee shall have the authority to request assistance from any members of the Authority.

Section III: It shall be the duty of the Executive Committee to handle all matters that pertain to state legislation on matters of importance to the Authority.

ARTICLE VIII
Amendment and Dissolution

Section I: No amendment shall be made to these By-Laws unless proposed at the regular meeting in writing.

Section II: An amendment requires a two-thirds majority vote of the entire membership for acceptance.

Section III: This Authority may be disbanded by a three-fourths vote of the entire membership of the Authority, and a published or served notice shall be given to all members for that purpose at least one month before such a vote shall be taken.

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Royal Oak
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CITY COMMISSION AGENDA ITEM

TITLE	**Approve Agreement with Eganix for Fats, Oil and Grease Elimination Program**
SUBMITTING DEPARTMENT	**City Manager**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

The City of Royal Oak has historically taken a reactive approach to addressing fats, oils, and grease (FOG) issues in our sewer system—particularly in the downtown and other restaurant-heavy areas. To manage these challenges, we currently rely on a network of slow-release tablets throughout the system to prevent backups. While this method helps mitigate immediate risks, it does not address the source of the problem.

We are now exploring more proactive, long-term strategies to manage FOG. A key part of this effort will be asking our next Sustainability Systems Manager to develop a Downtown Waste Management Plan. This plan will help us better characterize our waste streams, provide system-wide recommendations with key performance indicators (KPIs), and ultimately offer the City and the DDA a focused, data-driven roadmap for sustainable waste management.

As part of this shift, we are proposing a new FOG management program that emphasizes education, source reduction, and consistent enforcement led by the company Eganix. The program will include:

- A comprehensive review and potential updates to our wastewater ordinance to improve compliance.
- Routine site inspections, wastewater testing, reporting, and ongoing monitoring.
- A GIS dashboard to track FOG compliance across 106 food preparation locations in the downtown and Woodward corridor.

Eganix has agreed to attend the Environmental Advisory Board (EAB) and Downtown Development Authority (DDA) meetings in July to discuss the topic with both boards.

Although this service is not currently budgeted, we anticipate the program will lead to significant savings by reducing our reliance on the slow-release tablets (currently budgeted at $97,000 annually) and by decreasing the amount of time our crews spend on emergency inspections and cleanings each week. We will closely monitor program costs throughout the year and address any material overages through future budget amendments. Long-term, this approach is expected to create both operational and financial efficiencies for the City.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$81,420.00**
AMOUNT CURRENTLY BUDGETED	**$0.00**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**592-540-82500 and 226-528-80100**
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact ☐Revenue impact (details below)

☒Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT: N/A

WORKLOAD IMPACT*:* This program will reduce the time spent by the sewer crews, who currently inspect the manholes downtown on a weekly basis and clean regularly.

OPERATIONS IMPACT: This program will reduce the need for our current system of adding tablets in the sewer system. The DPS has identified offsetting reductions that can offset the costs of this program, which include reducing the tablet use in sewers at a budgeted cost of $97,000. We hope this will cover the cost of this program.

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This program will reduce FOG in the sewer system and instead have these products treated appropriately.

COMMUNITY ENGAGEMENT

None

BOARD AND COMMISSION FEEDBACK

This will be brought to the July 23 EAB meeting for informational purposes.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the attached agreement with Eganix for the FOG reduction program and other related items of work for the total amount of $81,420; and

Be it further resolved, the following Budget Amendment for the FOG reduction program and other related items of work using competitively bid contract pricing or other due diligence in accordance with the City's purchasing policy and/or under the following Agreements is authorized

FUND IMPACTED:592-540-82500	
	INCREASE (DECREASE)
APPROPRIATIONS:	
592-540-82500	**$71,420**
226-528-80100	**$10,000**
{dept/ACCT. #/ACCT. name}	**$**
TOTAL APPROPRIATIONS	**$81,420**
NET INCREASE (DECREASE) TO FUND BALANCE	**$**

ATTACHMENTS: Eganix Sole Source Letter

Eganix Quote

Eganix, Inc.
1091 Centre Rd, Suite #140
Auburn Hills, MI 48326

July 1, 2025

Subject: Sole Source Justification for 'Overwatch' Geographic Information System

To Whom It May Concern,

We are submitting this letter to formally justify the selection of Eganix, Inc. as the sole source for for two critical municipal programs:

1. **The Overwatch Compliance Program –** A GIS-based compliance tool designed to enhance municipal oversight of FOG, BOD, TSS, and PFAS in the Royal Oak collection system.
2. **FOG Treatment in Sanitary Sewers Program –** A targeted biological treatment solution that mitigates Fats, Oils, and Grease (FOG) accumulation, reducing maintenance costs and improving overall system efficiency.

These applications are crucial to Royal Oak's municipal operations and business growth, and Eganix, Inc. is uniquely qualified to fulfill its requirements.

1. **Background and Project Overview**
   'Overwatch' is designed to provide a streamlined and sustainable process for Royal Oak to track and mitigate FOG, BOD and TSS in the collection system. 'Overwatch' also specifically allows the City to track PFAS in strategic locations throughout the collection system. This application is custom-built to address the specific needs of the municipality and its businesses, which cannot be met by off-the-shelf solutions.

   Through the FOG Treatment in Sanitary Sewers Program Eganix is able to reduce jetting, vactoring, and costly maintenance by providing exclusive treatment solutions that reduce operational disruptions caused by grease accumulation; extend infrastructure lifespan by preventing premature wear and tear; and turn the collection system into a pre-treatment facility—reducing strain on the receiving water resource recovery facility.

   Eganix is the only provider of these targeted biological treatments, with exclusive proprietary blends of biological agents designed for municipal wastewater

applications and a seamless program integration with Overwatch, allowing real-time tracking of FOG treatment efficacy.

2. **Justification for Sole Source Selection**

Eganix, Inc. is the only provider capable of delivering the solution based on the following factors:

- **Unique Expertise and Experience:** Eganix, Inc. has demonstrated specialized expertise in FOG maintenance and prevention. We have successfully delivered similar solutions for other municipal clients in the region, making us uniquely qualified.
- **Proprietary Technology/Processes:** The proposed solution involves proprietary methodologies, tools, and platforms developed exclusively by Eganix, Inc. No other vendor has access to these technologies, products, and programs, which are critical for the project's success.
- **Custom Integration Requirements:** The application will seamlessly integrate with the City's existing systems. Eganix, Inc. also has in-depth knowledge of municipal wastewater infrastructure, reducing the risk and timeline associated with integration.

3. **Additional Justification for Sole Source Selection**

We conducted extensive market research and considered several potential competitors when developing 'Overwatch'. Compared to alternatives, none of them could meet the unique requirements or demonstrate the same level of expertise and readiness to deliver the project within the required timeframe that the City requires and that 'Overwatch' handily achieves.

Furthermore, our exclusive proprietary blends of biological agents designed for municipal wastewater applications set our FOG Treatment in Sanitary Sewers Program apart. We are able to tailor make an optimally performing program and modify treatments as the program progresses. This program seamlessly integrates with 'Overwatch'.

4. **Michigan cities who have already Sole Sourced with Eganix include:**
    a. Macomb
    b. Livonia
    c. Allen Park
    d. Saline
    e. Battle Creek

5. **Conclusion**

Based on the unique capabilities of Eganix, Inc., its proven track record, and the specific requirements of Royal Oak, we request approval to proceed as a sole source provider. This selection ensures the highest quality, reduces project risk, and aligns with our strategic objectives.

Please let us know if additional information or documentation is required. We appreciate your prompt consideration of this request.

Sincerely,

Sean Egan
Founder and CEO
sean.egan@eganix.org

1091 Centre Rd #120 | Auburn Hills, Michigan 48326
(866) 823-1307 | jules.may@eganix.org

RECIPIENT:

Royal Oak
1600 North Campbell Road
Royal Oak, Michigan 48067

Quote #2383

Sent on	06/26/2025
Total	**$81,420.00**

Product/Service	Description	Qty.	Unit Price	Total
Ordinance Overview and Changes	One Time Cost : $1,000.00 Your current ordinance will be reviewed and new regulations will be submitted for adoption. The goal is to rework your ordinance one last time to account for all possible encounters when it comes to FOG and BOD coming from FSE's and FM/P's. Eganix will submit a template of regulations for your Ordinance you can then submit to legal and adopt what is best for your community.	1	$1,000.00	$1,000.00*

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(866) 823-1307 | jules.may@eganix.org

Product/Service	Description	Qty.	Unit Price	Total
Monthly Dashboard/Software Support - FSE Point Source Pollutants Inspections in GIS	Build out and support Number of facilities of interest to be inspected: 1-50 = $1,250 monthly 51-100 = $1,675 monthly 101-1,500 = $1,675 + $20 each location over 100 monthly. Initial month will also require $20 build out for all locations over 100. 1,501+ = $28,000 up front then $1,675 + $20 each location over 1,500. The following items are included in pricing listed below: - Esri Field Map: Eganix staff to fill out their work order tied to the utility asset or facility. - Esri Dashboard: Analytic Dashboard displaying treatment locations, times, quantities, and facility inspections. The Dashboard will include filtering options, charts, and graphs to allow client to visualize the field data in real time. - Maximum of 8 hours for initial account setup time. Eganix will integrate existing client GIS asset information into the tool along with the Client's existing ArcGIS Online usernames. - 2 hours of Training for Client staff that will be utilizing the Esri Dashboard **SE MI for in-person. Remote training can be utilized as well. *Clarifications & Assumptions: If client does not have an ArcGIS Online account, Eganix GIS can assist in acquiring & setting up of account. This will be an additional $1,000. If client does not have utilities in a GIS format, Eganix GIS can discuss with client the level of effort to convert to GIS and upload into a usable manner. Cost is dependent on several variables that can be discussed in a short discussion. Annual Maintenance Fees: to cover data storage and minor updates to the GIS applications are included. This proposal is for a minimum of one year and can be renewed for 5 consecutive years at no more than a 3% increase year after year. If the program is terminated before the first initial 12 months then an early termination fee of unused initial 12 months will be required as the build costs are amortized into low monthly payments.	1	$21,540.00	$21,540.00*

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(866) 823-1307 | jules.may@eganix.org

Product/Service	Description	Qty.	Unit Price	Total
Facilities of Interest Inspections	106 Locations at the rate of $230/location (106): $24,380.00 Includes individual inspections of commercial kitchens for all potential FOG sources passing issues through to receiving sewer authority. Inspections include (but are not limited to) Grease Traps, Wet Waste Interceptors, Food Grinders/Disposals, Incorrect Piping, SOP Deficiencies, Etc. Note: Price is per inspection, some locations frequencies will vary.	1	$24,380.00	$24,380.00
Additional FOG Samples as Needed - Grab	Eganix charges for twice the number of locations to be inspected at a rate of $125/Sample Collection of FOG grab sample to monitor the levels of FOG effluent coming from commercial kitchens to ensure ordinance level requirements are being met. If levels exceed ordinance requirements, the offending facility will be put on monthly or weekly monitoring until requirements are met. Note: Required frequency will vary - Cost Recovery 100%	1	$26,500.00	$26,500.00
Self Reporting F.O.G. System Set Up and Monitoring	Monthly Rate: $250.00 All commercial kitchens grease trap frequency(ies) will be determined on their annual inspection based on size, type, working condition and other variable factors. Once frequency is established, the facility will be required to submit professional cleaning records to Eganix on the required frequency. This list will be kept, monitored and enforced by Eganix and the Community. If a facility is not compliant, Eganix will notify the facility and Community of the cleaning required. If the facility has not furnished the required information after one full week, the Community will be notified by Eganix of the ordinance violation and surcharges can be implemented if the Community so desires.	1	$3,000.00	$3,000.00
Q&A Support	Monthly Rate: $250.00 All commercial kitchen questions/inquiries of the program need to be sent to reporting@eganix.com. All questions will be answered by Eganix staff so the city can respond in a timely manner.	1	$3,000.00	$3,000.00

1091 Centre Rd #120 | Auburn Hills, Michigan 48326
(866) 823-1307 | jules.may@eganix.org

Product/Service	Description	Qty.	Unit Price	Total
Annual - Eganix ARC GIS Member	This is a once annual cost to maintain and update/upgrade the program/system tailor made for the community. FSE's and FM/P's	1	$2,000.00	$2,000.00

* Non-taxable

Total **$81,420.00**

Kevin and Dave,

This quote is detailed out for us to begin FOG inspections on 106 facilities within the city of Royal Oak.

All other line items will be broken up into monthly payments.

The monthly cost of this service would be $6,785.00

Please note ordinance offending kitchens will need more sampling throughout the year so we built some cushion into this. However, if a new ordinance is adopted, part of this cost should be recoverable.

Keep in mind as we continue to build out the program more than just restaurants should be inspected. Many commercial/industrial businesses cause high strength sewage and eventually all should be on the program.

Note that this is a one -year contract not to exceed $81,420.00 annually. This includes the option to extend the contract up to three (3) times at two year intervals with no more than a 3% increase per extension.

I am more than happy to walk through any questions you have about individual line items or the program in general, so please do not hesitate to reach out.

Victoria Kleparek, COO
Eganix, Inc.
(248) 798-6178

Signature: _____ **Date:** _____

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Fill Sewer Maintenance Worker Position**
SUBMITTING DEPARTMENT	**Department of Public Services**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City *Commission.*
[Adopted 06/02/2008 and Amended 05/20/2024]

EXECUTIVE SUMMARY

The City's Sewer Maintenance Worker position is open due to a resignation. Public Services is requesting to fill this vacancy. This individual would repair and maintain the City's storm and sanitary sewer system including rebuilding manhole and catch basin structures.. This position is critical to maintain the City's sewer system.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	**Wage range $54,270 - $59,326** **Benefits range: $16,000-$37,000**
Included in the budget	**☒Yes ☐ No**
Are you filling a position that was previously held?	**☒Yes ☐ No**
Funding Source/GL Number:	**592-540-70203**

OTHER FISCAL IMPACTS:

Select all that apply.

☐ No fiscal impact
☐Revenue impact (details below)
☐ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

This position will ensure city sewers are maintained and in good working order.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Sewer Maintenance Worker Position.

Royal Oak
Life Now Playing

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Fill Vacancy Water Supervisor Position in the Department of Public Services**
SUBMITTING DEPARTMENT	**Department of Public Services**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City Commission.

EXECUTIVE SUMMARY

The Water Supervisor position is a critical position to maintain the drinking water distribution system. They supervise the water division and ensure the water distribution system is maintained so the city has both safe drinking water and adequate fire protection.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	**Salary range: $82,367-$92,632** **Benefits range: $21,300-$42,000**
Included in the budget	**☒Yes ☐ No**
Are you filling a position that was previously held?	**☒Yes ☐ No**
Funding Source/GL Number:	**592-539-70203**

OTHER FISCAL IMPACTS:

Select all that apply.

☒ No fiscal impact

☐Revenue impact (details below)

☐ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

This position supervises the water division and water service division (meter reader/repairer position) and is also responsible for overseeing the lead service line replacement program.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Water Supervisor position within the Department of Public Services.

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Fill Truck Driver Position**
SUBMITTING DEPARTMENT	**Department of Public Services**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City Commission.
[Adopted 06/02/2008 and Amended 05/20/2024]

EXECUTIVE SUMMARY

One of the City's Truck Drivers will be retiring soon. Public Services is requesting to fill this vacancy. This individual would work in the streets division and perform duties such as snow plowing, street sweeping, road patching, and sidewalk maintenance.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	**Wage range $54,269-$59,046** **Benefit range: $16,000-$37,000**
Included in the budget	**☒Yes ☐ No**
Are you filling a position that was previously held?	**☒Yes ☐ No**
Funding Source/GL Number:	**202-473-70203** **203-473-70203**

OTHER FISCAL IMPACTS:

Select all that apply.

☒ No fiscal impact ☐Revenue impact (details below)

☐ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

This position will work towards making our streets system is maintained.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of the Truck Driver Position in the Department of Public Services.

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Fill Municipal Clerk III Position in the Department of Public Services**
SUBMITTING DEPARTMENT	**Department of Public Services**
PRESENTER	**Kevin Yee**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City Commission. [Adopted 06/02/2008 and Amended 05/20/2024]

EXECUTIVE SUMMARY

The Municipal Clerk III position is a key position at the Department of Public Services. They take customer calls and front desk inquiries, coordinate accounts payable and payroll for the department, and are integral in keeping communication between the field, the residents, and office staff up to date.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	**$53,148-$57,123 salary range + $34,000 benefits**
Included in the budget	**☒Yes ☐ No**
Are you filling a position that was previously held?	**☒Yes ☐ No**
Funding Source/GL Number:	

OTHER FISCAL IMPACTS:

Select all that apply.

☒ No fiscal impact ☐Revenue impact (details below)

☐ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

This position supports all DPS operations and initiatives including those within the areas of rubbish/recycling, water and sewer, streets and highways, parks and forestry, and other Public Service related issues.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of Municipal Clerk III position in the Department of Public Services.

Royal Oak
Life Now Playing

CITY COMMISSION AGENDA ITEM

TITLE	**Award of Contract for Rent and Utility Assistance Program Planning Year 2025**
SUBMITTING DEPARTMENT	**Community Development - Planning**
PRESENTER	**Joseph M. Murphy, Director of Planning**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

The City relies on local service agencies to help identify and deliver Community Development Block Grant (CDBG), funded social services to its residents. In January 2025, the City received an application for CDBG funding from Legal Aid and Defender Association, Inc. (LADA).

At its June 9, 2025, meeting, the Royal Oak City Commission approved the CDBG program year 2025 Annual Action Plan which includes $100,000 for LADA to operate a rental assistance program to prevent the eviction of low- to moderate-income Royal Oak individuals / households who are at-risk of becoming homeless. The program also includes those income qualified Royal Oak renters at-risk of having their electrical or natural gas service shut-off due to non-payment or who have recently been disconnected due to non-payment.

Income-eligible renter households may receive assistance with no greater than three (3) months of arrears per federal regulations. Rental rates must be reasonable based on federal guidelines.

LADA shall be reimbursed for assistance services and case management efforts. In recent years, LADA has operated CDBG- and ARPA-funded rental assistance programs on behalf of the city. LADA has demonstrated superior organizational and operational skills. LADA has proven its ability to assist residents in need and meet federal requirements.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$100,000**
AMOUNT CURRENTLY BUDGETED	**$100,000**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**FY2025 274.715.91734**
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☒No fiscal impact ☐Revenue impact (details below)
☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT: N/A

WORKLOAD IMPACT*:* N/A

OPERATIONS IMPACT: N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This aligns with the following community need priority / objective identified in the City's CDBG Consolidated Plan:

> *Non-Homeless Special Needs – Public Services That Benefit Special Needs Population*
> To support and facilitate access to the wide variety of existing public services that may enhance life skills and self-sufficiency.
>
> *Housing - Affordable Owner-Occupied & Renter-Occupied Housing*
> To preserve and increase the supply of affordable owner-occupied and renter-occupied housing for low- to moderate-income residents through housing rehabilitation, new construction, advocacy, policies, and regulations.

COMMUNITY ENGAGEMENT

N/A

BOARD AND COMMISSION FEEDBACK

The Royal Oak Rehabilitation Board of Appeals reviewed LADA's application for funding at its May 27, 2025, meeting which included a public hearing.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves entering into contract with the Legal Aid & Defender Association, Inc. of Detroit, Michigan to operate a rent and utility assistance program at a price not to exceed $100,000; and

Be it further resolved, the Mayor and City Clerk are hereby authorized to execute the contract for services.

ATTACHMENT: LADA + City of Royal Oak – CDBG PY2025 contract.pdf

PROFESSIONAL SERVICES CONTRACT

BETWEEN THE CITY OF ROYAL OAK AND LEGAL AID AND DEFENDER ASSOCIATION, INC.

This Professional Services Contract dated the _____ day of _____, 2025 by and between the City of Royal Oak, a Michigan Municipal Corporation, with its principal office at 203 S. Troy Street, Royal Oak MI 48067 (the "City") and Legal Aid and Defender Association, Inc., a domestic nonprofit corporation, with a local office at 613 Abbott Street, Suite 630 Detroit MI 48226 ("LADA").

Both City and LADA agree to the following:

Section 1 - Purpose

Both City and LADA approve of, and hereby agree to, the following project description, budget, and tentative schedule.

Purpose of Project
The City is a recipient of federal funds through the Community Development Block Grant (CDBG) program, which is administered by the U.S. Department of Housing & Urban Development (HUD).

The project includes Federal financial assistance, via the City's Community Development Block Grant (CDBG) program (CFDA No. 14.128), to reimburse LADA for the operation and administration of a rental assistance program to prevent the eviction of low- to moderate-income Royal Oak individuals / households who are at-risk of becoming homeless. Additionally, those income qualified Royal Oak renters at-risk of having their electrical or natural gas service shut-off due to non-payment or who have recently been disconnected due to non-payment.

The project helps the City fulfill the following community needs priority / objective identified in its PY2021 – PY2025 Consolidated (Five Year) Plan:

> *Non-Homeless Special Needs – Public Services That Benefit Special Needs Population*
> To support and facilitate access to the wide variety of existing public services that may enhance life skills and self-sufficiency.
>
> *Housing - Affordable Owner-Occupied & Renter-Occupied Housing*
> To preserve and increase the supply of affordable owner-occupied and renter-occupied housing for low- to moderate-income residents through housing rehabilitation, new construction, advocacy, policies, and regulations.

Eligible Activities
The City has designed this contract to operate specific eligible activities (rent arrear assistance & utility arrear assistance) identified under the Code of Federal Regulations, Title 24, Part 570 Community Development Block Grants, Subpart C Eligible Activities, Section 201 Basic Eligible Activities, (e): Public Services…"welfare (but excluding the provision of income payments identified under §570.207(b)(4)" which identifies income payments.: "The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program,

“income payments” means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three (3) consecutive months to provider of such items or services on behalf of an individual or family”.

Rent Arrear Assistance / Payments
- rent arrear assistance may not exceed rental costs accrued over a 3-month period
- amount of rent arrear assistance provided should be based on need
- rent arrear assistance paid cannot exceed the actual rental cost per the landlord and tenant agreement which must be in compliance with HUD’s standard of rent reasonableness outlined below
- all payments must be made directly to third party landlords on behalf of the beneficiary
- in addition to contractual monthly rent rate, this program allows assistance to include the following types of fees associated with arrears: late charges, late pet fees, late parking fees, court fees, administration fees, processing fees, etc.
- assistance does not apply to luxury fees, such as pool or other amenities, or fees associated with inflicted damage to the dwelling unit
- arrear assistance must prevent eviction; not simply provide the landlord with the equivalent of 3 months rent while still resulting in eviction

Utility Arrear Assistance / Payments
- utility arrear assistance may not exceed costs accrued over a 3-month period for renters only
- amount of utility arrear assistance provided should be based on need for renters only
- utility arrear assistance is limited to electrical service and/or natural gas service for renters only
- all payments must be made directly to third party utility companies on behalf of the beneficiary
- arrear assistance must prevent the renter’s utility disconnection; not simply provide the utility company with the equivalent of 3 months of payment while still resulting in disconnection

Not Eligible

- rent security deposits	- utility security deposit
- current rent payment	- current utility payment
- future rent payment	- future utility payment
- luxury amenity fees	- utility re-connection fees

Eligible Program Beneficiaries
At a minimum, an eligible program beneficiary/participant must meet the following criteria:

Current, income-qualified Royal Oak resident that live in a leased dwelling unit within the city limits. The program is not designed to accommodate those seeking to move into the city limits.

All leased units must maintain a license to rent with the City’s Community Development Department.

Royal Oak renters must provide evidence of unpaid rent or related penalties, or an imminent eviction notice due to rental arrears.

Royal Oak renters must provide evidence of unpaid utility bills or related penalties, or an imminent notice to disconnect electrical or natural gas services due to utility arrears.

The Royal Oak renter households must be at or below 80 percent of the 2025 Area Median Income (details below under Household Income Eligibility).

The actual rental costs of the dwelling unit assisted must comply with HUD's standard for "rent reasonableness" (details below under Rent Reasonableness).

Household Income Eligibility

To be eligible to participate in this program, a household's income may not exceed 80% of the Area Median Income (AMI). LADA shall utilize the table below, or appropriately updated data, to determine eligibility based on the total number of household members.

2025 HUD income limits - effective 04/01/2025

persons in family	0-30% MFI extremely low-income	30.1-50% MFI low-income	50.1-80% MFI moderate-income	80.1+% MFI not eligible
1 person	$0 - $21,250	$21,251 - $35,350	$35,351 - $56,600	$56,601+
2 persons	$0 - $24,250	$24,251 - $40,400	$40,401 - $64,650	$64,651+
3 persons	$0 - $27,300	$27,301 - $45,450	$45,451 - $72,750	$72,751+
4 persons	$0 - $32,150	$32,151 - $50,500	$50,501 - $80,800	$80,801+
5 persons	$0 - $37,650	$37,651 - $54,550	$54,551 - $87,300	$87,301+
6 persons	$0 - $43,150	$43,151 - $58,600	$58,601 - $93,750	$93,751+

Median Family Income: $101,000

Detroit-Warren-Livonia, MI HUD Metro FMR Area

A household includes all persons who occupy the housing unit. The income of all members of the household at 18 years of age or older shall be included in the calculation. LADA shall calculate using one of the definitions of annual income to determine whether households are eligible to participate in this program.

1. Annual income as defined in 24 CFR Part 5
2. Annual income as reported on individual income tax federal Form 1040 – gross adjusted income

HUD's Office of Community Planning & Development has developed an online Income Eligibility Calculator to determine income eligibility and assistance amounts. The online calculator can be found at: https://www.hudexchange.info/incomecalculator/

Part 5 annual gross income is determined by calculating a household's anticipated total or gross income over the next 12 months. This may be a more advantageous method of determining eligibility for those that have experienced a recent loss of employment.

Household Data

HUD requires that all beneficiaries provide the following data regarding their household. LADA shall collect and report the below data to the City prior to reimbursement.

Number of persons residing in the household: _____

Number of persons under 18 years of age: _____

Is the head of household female?

□ Yes

□ No

Check the box indicating the ethnicity of the head of household.
□ Not Hispanic / Latino
□ Hispanic / Latino

Check the box indicating the race of the head of household.
□ American Indian or Alaskan Native only
□ Asian only
□ Black or African American only
□ Native Hawaiian or Other Pacific Islander only
□ White only
□ American Indian or Alaskan Native AND White
□ Asian AND White
□ Black or African American AND White
□ American Indian or Alaskan Native AND Black/African American
□ Multi-Race (not listed)

Rent Reasonableness

In LADA's efforts of provide rent arrear assistance, it must ensure that the actual rental costs of the dwelling unit assisted are in compliance with HUD's Emergency Shelter Grant (ESG) standards of "rent reasonableness".

Rent reasonableness means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted dwelling units. LADA shall maintain, and provide to the City, a checklist to demonstrate rent reasonableness for each instance of assistance.

An analysis and compliance with Fair Market Rates (FMRs) is not applicable.

Habitability Standards, HQS, & LBP

A physical housing quality standard and/or lead-based paint inspection is not applicable due to the limitation of 3 months of assistance.

Fee & Reimbursement / Payment for Services

LADA shall be eligible for administrative delivery costs associated with implementing eligible activities. Administrative delivery costs shall be in the form of case management fees for each beneficiary.

Case management activities include the arrangement, coordination, monitoring, and delivery of services related to eligible activities. The eligibility of case management fees ceases / ends once the third party is provided payment on behalf of the beneficiary.

LADA shall be entitled to a flat hourly rate of $55.00 for all case management efforts.

LADA shall provide the City with the number of billable hours per beneficiary. The City shall reimburse Legal Aid & Defender Association for case management fees.

The sum total of all rent and utility arrear assistance payments and all related case management fees shall not exceed the total dollar amount ($100,000) of this contract.

The following fees which are NOT eligible for reimbursement under this contract:
program publicity / outreach, housing search and placement, legal services / representation, credit repair, etc.

LADA may commence service no sooner than July 1, 2025.

LADA shall submit to the City an invoice for reimbursement and all documentation demonstrating eligibility by no later than July 30, 2026.

The City shall promptly pay LADA according to the approved City of Royal Oak Accounts Payable Calendar which establishes check requests deadlines bi-weekly for payment the following week.

Term
This contract shall commence upon execution. It shall cover all eligible expenses and case management fees between the date of execution and the expenditure of the maximum dollar amount ($100,000) established under this contract or June 30, 2026, whichever is first.

Section 2 – General Condition

General Compliance
LADA agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 870 the Housing and Urban Development regulations concerning Community Development Block Grant. LADA also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

Suspension / Termination
LADA agrees that suspension or termination of this project may occur if it materially fails to comply with any term of this contract, or any rules, regulations or provisions referred to within, and that this grant may be terminated for convenience by the City. These conditions are fully described in the Code of Federal Regulations, Title 24, Part 85.43 (Enforcement) & Part 85.44 (Termination for Convenience).

LADA agrees to reimburse the City all or part of this grant if at any time HUD determines that this activity was ineligible, but only if this ineligibility status resulted from misrepresentation(s) by LADA.

Default of Contract
When, in the opinion of the Director of Planning, the work or any part of the work to be done under this contract has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress or within the time specified, or LADA is willfully violating any of the covenants of this contract or is carrying it out in bad faith, or has been adjudged as bankrupt, or if he/she should make a general assignment for the benefit of his creditors, then the Director of Planning or designee shall so certify in writing and may declare LADA in default and so notify him/her to discontinue the work. The City agrees to pay LADA for all work itemized work conducted prior to the written notice of default. This contract shall be dissolved upon receipt of notice.

Reversion of Assets
Upon final payment / reimbursement by the City, LADA agrees that any unspent funds shall no longer be obligated to the activity.

Merger or Integration
This contract constitutes the entire contract between LADA and the City with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

Modification, Assignment or Subcontracting Absent Prior Written Consent
No variation or modification of this contract and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of LADA and the City. Any alterations, additions or deletions to the terms of this contract, which are required by the enactment of legislation, regulations and directives are automatically incorporated into this contract on the date designated by law, regulation or directive.

Termination
Either party may, at any time during the life of this contract, terminate this contract by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the City's obligation shall only be to reimburse the selected contractor(s) for services rendered up to the point of notification of termination.

Addendum
The contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the City and LADA indicating exactly what is changing.

Hold Harmless
To the fullest extent permitted by law, LADA agrees to indemnify, pay on behalf of, and hold harmless the City, their elected and appointed officials, employees, volunteers, boards, commissions and others working on behalf of the City of Royal Oak, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

Confidentiality
The use or disclosure of information by the City concerning services, applicants or recipients obtained in connection with the performance of the contract shall be restricted to the purposes directly connected with the administration of the services provided under this contract. Such information shall not be used for any other purpose unless written approval is obtained from LADA.

Disputes
The City shall notify LADA in writing of its intent to pursue a claim against LADA for breach of any terms of this contract. No suit may be commenced by the City for breach of the contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City at the request of LADA, must meet with an appointed representative of LADA for the purpose of attempting to resolve the dispute. LADA shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

Notices
Whenever under this contract provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

Planning Division
Joseph M. Murphy
Director of Planning
Community Development Depart
City of Royal Oak
203 S. Troy St
PO Box 64
Royal Oak, MI 48068-0064

P (248) 246-3285
joem@romi.gov

Legal Aid & Defender Association, Inc.
Michelle L. Johnson
President & CEO
613 Abbott Street, Suite 630
Detroit MI 48226
P (313) 967-5646
E mjohnson@ladadetroit.org

State Id. #: 800880641
Federal Unique Entity ID: KJJTW5YM2H56

Section 3 – Administrative Requirements

Financial Management
LADA shall comply with the requirements and standards of the Office of Management & Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The final guidance is codified in the Code of Federal Regulations at 2 CFR Part 200, as applicable.

Uniform Administrative Requirements & Cost Principles
LADA shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and 2 CFR Part 200, as applicable, as they relate to the acceptance and use of Federal funds.

LADA will complete the attached form (Single Audit notification form) and, if applicable, supply the City with a copy of its most recent Single Audit (2 CFR Part 200, Subpart F – Audit Requirements) prior to seeking reimbursement for the project. The City's Finance and Community Development departments will examine the Single Audit to determine the subrecipient's compliance requirements, risk level, review identified corrective actions, examine corrective actions thereafter, verify compliance, determine monitoring levels, determine ability to seeking CDBG funds in future program years, etc.

Documentation and Recordkeeping

1. LADA agrees to maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D – Post Federal Award Requirements, that are pertinent to the project to be funded under this contract. Such records shall include but are not limited to:
   a. Records providing a full description of the project undertaken;
   b. Records demonstrating that the project undertaken meets one of the National Objectives of the CDBG program;
   c. Records documenting compliance with the fair housing & equal

opportunity components of the CDBG program.

d. Other records necessary to doc. compliance with Subpart D of 2 CFR Part 200.

2. LADA shall retain all records pertinent to expenditures incurred under this contract in compliance with the Retention Requirements for Records in accordance with Subpart D of 2 CFR Part 200.

3. LADA records with respect to any matters covered by this contract shall be made available to the City and to the U. S. Department of Housing & Urban Development (HUD). Any deficiencies noted in any local or Federal audit report must be fully cleared by LADA within thirty (30) days after receipt by the city. Failure to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

Reporting and Payment Procedures

1. Program Income
LADA agrees that this CDBG-funded project, as proposed, generates no program income, as defined in 2 CFR Part 200 (Section 200.307).

2. Reimbursement Payment Procedures
The City will reimburse LADA funds available under this contract based upon information submitted by LADA under the terms and conditions of this contract. At any point, LADA may submit a request for a reimbursable payment for eligible expenses actually incurred directly related to the project. The City will make its best efforts to process the reimbursement payment in a timely manner. Timeliness of reimbursement payment is also contingent upon the approved City of Royal Oak Accounts Payable Calendar.

3. Progress Reports
LADA will report to the City progress towards meeting goals, and achievements in providing program benefits in forms, content and frequency as required by the City.

Procurement

1. Compliance with Federal Procurement Requirements
LADA shall follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in 2 CFR Part 200 (200.317-326).

Non-Federal entities must maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts. City staff will collect LADA's written standards.

Other program requirements

LADA shall carry out the project under this contract in compliance with all Federal laws and regulations in 24 CFR Part 570, Subpart K as applicable:

(1) 570.600 General
(2) 270.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99
(3) 570.602, Section 109 of the Act;
(4) 570.603, Labor Standards;
(5) 570.604, Environmental Standards;
(6) 570.605, National Flood Insurance Program;
(7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
(8) 570.607, Employment and Contracting Opportunities;
(9) 570.608, Lead-Based Paint;
(10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
(11) 570.610, Uniform Administrative Requirements and Cost Principles;
(12) Conflict of Interest;
(13) 570.612, Executive Order 12372; and
(14) 570.613, Eligibility Restrictions for Certain Resident Aliens.

Section 4 – Personnel and Participant Conditions

Labor Laws, Employee Taxes, Withholding, Etc.

LADA and subcontractors must abide by federal, state and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor.

LADA agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, familial status, marital status, disability, sexual orientation, or ancestry. LADA further agrees that every subcontractor entered into for the performance of this contract will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of this contract.

LADA assumes full responsibility to account for all federal, state and local taxes and assessments for LADA in the performance of this contract, and for all withholdings required by applicable laws, rules or regulations. LADA is not entitled to unemployment compensation from the City, as LADA is an independent contractor and not an employee. LADA shall assume full responsibility for the contributions required under any applicable unemployment compensation or social security laws, rules or regulations. LADA is not entitled to worker's compensation coverage from the City, as LADA is an independent contractor and lacks the status of an employee.

Assignment or Subletting

In the execution of this contract, it may be necessary for LADA to sublet part of the work to others; however, LADA shall not award any work to any subcontractor without acknowledgement of the City, which approval shall not be given until LADA submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

LADA shall be fully responsible to the City for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

LADA shall not assign, transfer, convey, or otherwise dispose of this contract, of any part thereof, or his right, title, or interest in the same or any part thereof, without the previous consent in writing of the City. LADA shall not assign by power-of-attorney or otherwise any of the monies due or to become due and payable under this contract without the previous consent in writing of the City.

Access of Records

At the request the City, LADA shall provide the City a digital copy (pdf format) of all case notes, reports, or related materials resulting from the fair housing testing services to be performed under this contract.

Freedom of Information Act (FOIA)

LADA recognizes that it is performing work on behalf of a governmental entity. By law, records of a governmental entity must be released under the Michigan Freedom of Information Act (FOIA) unless specifically exempted. Therefore, records created by and/or for the City and its agents or assigns pursuant to this contract, including, but not limited to, any correspondence, analysis, reports and related materials prepared, constitute property of the City and may be subject to release to the public under FOIA. The City has adopted a FOIA policy which establishes a procedure for receipt and review of FOIA requests. The City must respond to requests for non-exempt public records within five days of receipt unless the City requests a tenday extension. LADA shall assist in compliance with the City's procedure.

LADA agrees that all information kept as a result of this contract is a public record. In the event that the City receives a FOIA request for public records, LADA shall be required to disclose such information to the City for a determination, at the sole discretion of the City, as to whether or not that information is exempt from disclosure. The City agrees to give LADA a copy of the FOIA request upon receipt by the City. Unless LADA obtains an injunctive order from a court of competent jurisdiction within the time limits for response, the City shall release the non-exempt public records in accordance with a FOIA request.

Indemnification and Hold Harmless

LADA 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 LADA or anyone acting on LADA's behalf, in connection with, or incidental to, the contract or work to be performed, except that LADA 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 FHMCD's actual degree of fault, LADA's obligation to indemnify and hold the City harmless shall include:

The obligation to defend the City from any such suit, action or proceeding, and;

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 to costs,

attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to LADA's actual fault.

LADA agrees that it will not settle or resolve any claim or action against LADA 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 contract, "City" shall mean City of Royal Oak, 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 LADA 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.

LADA and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

Insurance Requirements

LADA shall not commence work under this contract until LADA has obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of the contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City. The requirements below should not be interpreted to limit the liability of LADA. All deductibles and SIRs are the responsibility of LADA.

Worker's Compensation Insurance

LADA shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance

LADA shall procure, and maintain in effect during the life of this contract, Commercial General Liability Insurance, on an "Occurrence Basis", with limits of liability not less than **$300,000** per occurrence and aggregate. Coverages shall include, but not limited to, the following: (a) Contractual Liability; (b) Ongoing Operations; (c) Products and Complete Operations; (d) Independent Contractors Coverage; (e) Broad Form General Liability Extensions, or equivalent; (f) Explosion, Collapse and Underground, if applicable.

Automotive Liability

LADA shall procure and maintain during the life of this contract, Automotive Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than **$300,000** per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Commercial General Liability and Automobile Liability required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

Additional Insured
Commercial General Liability Insurance and Automotive Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insureds": The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.**

Primary Coverage
Insurance as required herein shall be primary and non-contributory, and any other insurance the City of Royal Oak may have in effect shall be considered secondary and/or excess.

Cancellation Notice
Policy(ies), as described above, shall be endorsed to state the following:
"It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (City of Royal Oak, Attention: Director of Planning, 203 S Troy Street, Royal Oak Michigan 48067)".

Proof of Insurance Coverage
LADA shall provide the City at the time this contract is returned for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so required.

If any of the above coverages expire during the term of this contract, LADA shall deliver renewal certificates, endorsements, and/or policies to the City of Royal Oak's Director of Planning at least ten (10) days prior to expiration date.

Civil Rights

1. Compliance
   LADA agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the City of Royal Oak's Human Right's Ordinance (Chapter 402).

2. Nondiscrimination
   LADA will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or

other handicap, age, marital/familial status, or status with regard to public assistance. LADA will take affirmative action to insure that all employment practices are free from such discrimination.

3. LADA will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

Affirmative Action

1. Women, Minority-Owned and Section 3 Business Enterprises
   LADA will use its best efforts to afford minority, women-owned, and Section 3 business enterprises the maximum practicable opportunity, without violating provisions noted under Civil Rights, to participate in the performance of the project as needed.

2. Access to Records
   LADA shall furnish the City all information and reports required to demonstrate compliance and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with all applicable rules, regulations and provision.

3. Equal Opportunity Employer Statement
   All solicitations or advertisements for contractors, as needed, to complete the project shall state that the “Equal Opportunity Employment applies”.

Conduct

1. Assignability
   LADA shall not assign this contract or any of the payments that become due without consent of the City.

2. Subcontracts
   LADA shall not enter into any subcontracts with any agency or individual in the performance of the approved project without the written consent of the City to the execution of such an contract, as needed.

3. Conflict of Interest
   Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during the tenure or for one year thereafter. The general procurement standards in 2 CFR Part 200.318 shall apply.

4. Religious Organization
   LADA agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR Part 570.200(j).

LADA hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

Lobbying

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

LADA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon, which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by Section 1352, Title 31, U.S. Code.

2 CFR Part 200, Subpart – Cost Principles, 200.450 Lobbying shall apply to this contract.

Contract Binding and in Full Force

This contract shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

This contract represents the entire understanding and agreement between the parties with respect to the subject matter. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this contract. This contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the contract shall remain in full force and effect.

No waiver, alteration, amendment, or modification or any provisions of this contract shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this contract may be deemed to have drafted or structured any provision of this contract shall not be considered in construing or interpreting any particular provision of this contract, either in favor for or against such party.

Section 5 - Acceptance

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

CITY OF ROYAL OAK:

By: Michael C. Fournier, Mayor

By: Melanie Halas, City Clerk

Approved To Form:

Niccolas Grochowski, City Attorney

LEGAL AID AND DEFENDER ASSOCIATION, INC:

By: Michelle L. Johnson, President & CEO

Insurance

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

THIS HEREBY CERTIFIES
THAT

Legal Aid and Defender Association
613 Abbott Street 6th Floor
Detroit, MI 48226
0019-HM031

is a participant in good standing with the **Human Service Association Workers' Compensation Fund.** Full statutory coverage for workers' disability compensation and employers' liability is guaranteed by the FUND for Michigan operations through authority granted by the State of Michigan under Chapter 6, Section 418.611, Paragraph (2) of the Workers' Disability Compensation Act of 1969, as amended (Act 317 of 1969, MCLA 418.101 et seq.). This certificate is evidence of coverage for **Fund Year 2025**, ending December 31, 2025, unless otherwise cancelled or terminated.

Effective Date: January 01, 2025
Expiration Date: December 31, 2025



Mary V. Penz
Group Fund Administrator

Coverage for Workers Disability Compensation and Employers Liability		
Carrier	Type of Policy	Limits
Human Service Association Workers' Compensation Self-Insured Fund	Workers' Compensation Coverage	Part A: Statutory Part B: $1,000,000 Each Occurrence
Midwest Employers Casualty Company EWC 005397-25	Excess Workers' Compensation	Specific: STATUTORY (Employers Liability: $1M) Aggregate Excess: $5,000,000

GROUP FUND ADMINISTRATOR:
Mary V. Penz
17000 19 Mile Rd
Clinton Twp, MI 48038
Phone: (586) 416-8950 Fax: (586) 722-0506

CLAIMS:
Comprehensive Risk Services CRS
PO BOX 240
Williamston, MI 48734
Phone: (248) 344-8550 Fax: (248) 344-8560

12/31/24 smc

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

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	CONTACT NAME: Shelby Luark	
RSC Insurance Brokerage, Inc. /Ralph C. Wilson Agy Box 5069 Southfield MI 48086-5069	PHONE (A/C, No, Ext): (248) 355-1414	FAX (A/C, No): (248) 304-0877
	E-MAIL ADDRESS: sluark@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Citizens Insurance Company of America	
INSURED Legal Aid and Defender Association, Inc. 613 Abbott Street, Ste. 630 Detroit MI 48226	INSURER B : Hanover Insurance Company	22292
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL-A-U-Cr-Cy **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			Z7BD710725	09/29/2024	09/29/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ included $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z7BD710725	09/29/2024	09/29/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHBH933165	09/29/2024	09/29/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Employee Dishonesty			BDHD222211	09/29/2024	09/29/2025	Limit	$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof are added as Additional Insured (General Liability) with respect to work/services performed/products supplied by Named Insured as per written contract/agreement.

CERTIFICATE HOLDER

City of Royal Oak Attn: Director of Planning
203 S Troy Street
Royal Oak MI 48067

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

Robert D. Farris

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc. /Ralph C. Wilson Agy	Legal Aid and Defender Association, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Cyber policy: ACE American Ins Co, NAIC#22667. Limit $5,000,000. Term: 9-29-2024 thru 9-29-2025.

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Required Form

Single Audit form

Did LADA expend $750,000 or more of Federal assistance received for its operations in the past fiscal year?

- ☒ YES (Please submit a copy, via e-mail to joem@romi.gov, of your most recent Single Audit & continue to question below)
- ☐ NO (Please submit completed form)

Have all findings and questioned costs been resolved?

- ☒ N/A (The Single Audit did not contain any findings)
- ☐ YES (Please submit a written description highlighting steps taken to resolve findings)
- ☐ NO (Please submit a written description with reasons why findings have yet to be resolved)

(2 CFR part 200, subpart F)

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____

Date: 6/17/2025

LEGAL AID AND DEFENDER ASSOCIATION, INC.

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2024

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SINGLE AUDIT REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

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• 613 Abbott St. • Suite 150 • Detroit, MI 48226 • Tel.: 313-965-0500 • Fax: 313-251-3994

GREGORY TERRELL & COMPANY

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Legal Aid and Defender Association, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Legal Aid and Defender Association, Inc. ("LADA"), which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 30, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered LADA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of LADA's internal control. Accordingly, we do not express an opinion on the effectiveness of LADA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

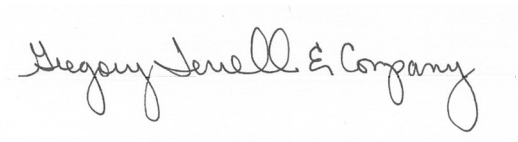
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether LADA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



GREGORY TERRELL AND COMPANY
Certified Public Accountants
Detroit, Michigan

May 30, 2025

• 613 Abbott St. • Suite 150 • Detroit, MI 48226 • Tel.: 313-965-0500 • Fax: 313-251-3994

GREGORY TERRELL & COMPANY

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Legal Aid and Defender Association, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Legal Aid and Defender Association, Inc.'s ("LADA") (a nonprofit organization), compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of LADA's major federal programs for the year ended September 30, 2024. LADA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, LADA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of LADA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of LADA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to LADA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on LADA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about LADA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding LADA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of LADA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of LADA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

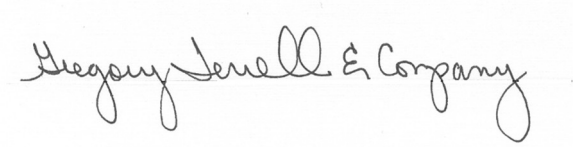
Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of LADA as of and for the year ended September 30, 2024, and have issued our report thereon dated May 30, 2025, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.



GREGORY TERRELL AND COMPANY
Certified Public Accountants
Detroit, Michigan

May 30, 2025

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor Pass Through Grantor Program Title Grant Number	Grant Project Number	Federal ALN No.	Approved Grant Award Amount	Accrued or (Deferred) Revenue at 1-Oct-23	Federal Funded Payments Received	Curent Year Expenditures	Accrued or (Deferred) Revenue at 30-Sep-24	Total Provided To Subrecipients
Department of Housing and Urban Development								
Passed through the City of Detroit								
Emergency Solutions Grant 2023	E-22-MC-26-0006	14.231	$ 145,387	$ 13,064	$ 21,893	$ 8,829	$ -	$ -
Community Development Block Grant 2023	B-22-MC-26-0006	14.218	145,387	29,788	90,257	60,469	-	-
Passed through the City of Royal Oak								
Community Development Block Grant	CDBG	14.218	55,000	-	-	49,917	49,917	-
Total Department of Housing and Urban Development			**$ 345,774**	**$ 42,852**	**$ 112,150**	**$ 119,215**	**$ 49,917**	**$ -**
Department of the Treasury								
American Rescue Plan (ARPA)								
Passed through Oakland County								
Coronavirus Local Fiscal Recovery Fund	SLFRP2640	21.027	$ 650,000	$ 17,842	$ 217,271	$ 219,607	$ 20,178	$ -
American Rescue Plan (ARPA)								
Passed through City of Royal Oak								
Coronavirus Local Fiscal Recovery Fund		21.027	58,581	47,998	47,998	-	-	-
American Rescue Plan (ARPA)								
Passed through City of Detroit/United Comm. Housing Coalition								
Coronavirus Local Fiscal Recovery Fund		21.027	931,760	61,277	263,271	245,647	43,653	-
Total Department of Treasury			**$ 1,640,341**	**$ 127,117**	**$ 528,540**	**$ 465,254**	**$ 63,831**	**$ -**
Department of Justice Office on Violence Against Women	2017-WL-AX-0034	16.524	**$ 599,966**	**15,399**	**$ 62,801**	**$ 47,402**	**$ -**	**$ -**
Department of Veterans Affairs	MI-203-LSV-308-22	64.056	$ 149,982	$ 6,053	$ 135,891	$ 129,838	$ -	$ -
Department of Veterans Affairs	MI-203-LSV-566-24	64.056	295,912	-	-	20,142	20,142	-
Total Department of Veterans Affairs			**$ 445,894**	**$ 6,053**	**$ 135,891**	**$ 149,980**	**$ 20,142**	**$ -**
Total Federal Awards			**$ 3,031,975**	**$ 191,421**	**$ 839,382**	**$ 781,851**	**$ 133,890**	**$ -**

The accompanying notes are an integral part of this schedule.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

(1) GENERAL

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of federal financial award programs of Legal Aid and Defender Association, Inc. ("LADA"). Federal financial awards passed through other agencies are included on the SEFA. LADA had no subrecipients.

(2) BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting.

(3) TAX-EXEMPT STATUS

LADA is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

(4) MAJOR PROGRAMS

The Major program was determined in accordance with Uniform Guidance.

(5) INDIRECT COST

The 10% de minimis indirect cost rate was not elected.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:
Material weakness identified? ____Yes __X__No
Significant deficiencies identified
not considered to be material weaknesses? ____Yes __X__No
Noncompliance material to financial statements noted? ____Yes __X__No

Federal Awards

Internal Control over major programs:
Material weakness(es) identified? ____Yes __X__No
Significant deficiencies identified
not considered to be material weakness(es)? ____Yes __X__No

Type of auditors' report issued on compliance for
major programs: Unmodified

Any audit findings disclosed that are required to be
reported in accordance with Uniform Guidance? ____Yes __X__No

Identification of major programs:

CFDA Number	Name of Federal Program
21.027	Coronavirus Local Fiscal Recovery Fund

Dollar threshold used to distinguish between
Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? __X__Yes ____No

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

There are no financial statement findings for the year ended September 30, 2024.

SECTION III – FEDERAL AWARDS FINDINGS

There are no federal awards findings for the year ended September 30, 2024.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2024

I. SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

There were no prior year findings and questioned costs for the year ended September 30, 2023.

Required Form

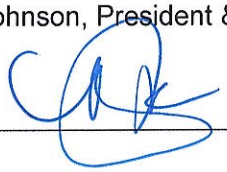
Equal Employment Opportunity

Please provide a written description on LADA's actions undertaken to assure equal employment opportunity to all persons regardless of race, color, national origin, sex or disability status.

Feel free to include your program's policy statements, employment postings, etc.

LAD shall provide equal opportunity in all facets of employment, including recruitment, hiring, compensation, and advancement, without regard to race, color, religion, national origin, age, sex, pregnancy, childbirth or related conditions, protected disability, height, weight, marital status, familial status, sexual orientation, gender identity or expression, military service, or any other protected status or characteristic.

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: 

Date: 6/17/2025

Required Form

Compliance with Federal Procurement Standards

2 CFR Part 200 (200.317- 326) requires that non-Federal entities maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts.

Please provide a printed or electronic (pdf format) copy of your organization's standards.

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____

Date: 6/17/2025

SECTION VI: PURCHASING

Contractual Services

All new agreements to contract for professional services must be approved by the LAD Board if the purchase exceeds $10,000. Contracts for professional services must clearly define the services to be rendered. Approval is required even when the item is included in the current approved budget. The request for Board approval for the $10,000 (+) expenditure must include a minimum of three bids including bids from minority vendors. All bids will be scanned into the DMS behind the contract for the approved vendor, which is retained for seven (7) years after the termination of the contract as outlined in the Record Retention section of this Manual.

Professional service agreements may be renewed without additional Board approval; however, the Board, or Executive Committee, must be notified of LAD's intent to renew the contract (notification must include the amount and length of contract).

The CFO is responsible for tracking expenses for all professional service contracts. If it becomes apparent that expenses will exceed the contract amount, the CFO must notify the CEO immediately. The CEO will identify a plan to either reduce costs or amend the current contract. Board approval is required for any material amendment changes to a contract, including, but not limited to, increasing the contract amount.

Copies of all contractual agreements will be maintained in the CFO's office for the duration of the contract and will be retained for a period of 7 years (29 CFR §1627.3).

Work for Hire Agreements are approved by the CEO.

Finance is responsible for preparing Form 1099 for all individuals who were contractual workers as defined by the IRS, during the calendar year. The minimum amount required for a contractual worker to receive a Form 1099 is $600 per year. All 1099 forms must be completed and mailed out by January 31st.

Equipment / Furniture Leases

All proposed equipment and/or rentals or agreements must be approved by the Executive Committee and the Board of Directors, which will:

a) Obligate LAD for six (6) or more months; and/or

b) Represent a major change in the type of equipment or type of service that is contracted; and/or

c) Represent "up-front" costs in addition to operating costs.

Consideration of such contracts must include any service agreements involved. The renewal of service contracts previously approved, may be continued without additional Executive Committee and Board approval.

Lease Agreements

Proposed real estate lease agreements must first be approved for legal sufficiency by a lawyer knowledgeable in real estate law. Thereafter, each lease must be approved by the Executive Committee and the Board. Renewal of lease agreements previously approved may be continued without additional Executive Committee and Board approval.

According to FASB 13 regarding new leases for space, the lease payments must be annualized over the period of the lease. (both income and expenses – prepaid/rent). For example, a rental for a 5 year period of $1,000 $1,050 $1,100 $1,150 and $1,200 the amount to annualize each year is 1,100 (average).

Inventory

All new purchases for inventory items costing $2,500 or more must be approved prior to purchase by the CEO.

Purchases for I/T items should be purchased through LAD's I/T contractor, as the contractor is responsible for I/T systems. Purchases for non-I/T items, can be made by each law group. To keep I/T items (i.e., computers, servers) compatible, vendors may be restricted to a single vendor.

A "Purchase Authorization" form must be used to complete all purchases. All bids for items costing more than $10,000 must be attached to the form and will be filed with the payment to the vendor selected for purchase. For I/T purchases, upon completion/approval of the "Purchase Authorization" form, the form will be forwarded to I/T for purchase. I/T will be responsible for approving the invoice, forwarding the invoice and the "Purchase Authorization" form to Finance for payment.

LAD will maintain its inventory using the perpetual inventory method. Inventory will be valued at cost to ensure accuracy of recorded amounts. The perpetual inventory will be confirmed by a periodic physical inventory. When a physical inventory is completed, any adjustments for discrepancies in the physical count and/or inventory value will be made in the inventory records.

All items purchased will be inventoried with a LAD identification tag and recorded in the inventory log. Documentation of the item will include the date purchased, whether to capitalize, tag number, description, location, serial number; check number, funding source, and amount.

The acquisition cost of equipment is the net invoice price of the equipment, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for its intended purpose. Other charges, such as the cost of installation, transportation, protective in-transit insurance, shall be included or excluded from the cost on a case by case basis as determined by the CFO.

A copy of the check, invoice, and backup documentation for all inventory purchased will be retained with the records for the fiscal year in which the purchase was made.

Conflict of Interest-Procurement

No employee, officer, or agent of LAD, its affiliates or subsidiaries (collectively referred to herein as LAD), may participate in the selection, award, or administration of a contract supported by a federal award, or the procurement of goods and services relative to that award, if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a person or firm considered for a contract. LAD's officers, employees, and agents may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

However, there is a presumption that no conflict of interest is implicated where the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest is not considered substantial where its value is Fifteen ($15.00) Dollars or less. An unsolicited item is considered of nominal value where its value is Five ($5.00) Dollars or less.

Under no circumstances may an employee, officer or agent of LAD accept a monetary gift or gift equivalent (i.e. gift certificate, gift card, cash, check, account credit, etc.) from contractors or parties to subcontracts.

This policy does not prohibit fundraising activities by LAD.

Failure to adhere to this policy may result in discipline, up to and including termination of employment.

Required Form

Federal Funding Accountability and Transparency Act (FFATA)

This contract exceeds FFATA's $30,000 threshold. Therefore, the City of Royal Oak is required to collect and report applicable FFATA data to the federal government.

Question #1
>80% of LADA's annual gross revenue is from the federal government?

- ☐ NO (form is now complete. sign and date at the bottom)
- ☒ YES (continue to next question)

Question #2
Respond only if you answered YES to Question #1.
Are those revenues are >$25 million?

- ☒ NO (form is now complete. sign and date at the bottom)
- ☐ YES (continue to next question)

Question #3
Respond only if you answered YES to Question #2.
Are the names of the top 5 executives & their total compensation already available to the public through reporting to the SEC?

- ☐ NO (submit list of top 5 executive names & total compensation each)
- ☐ YES (form is now complete)

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____

Date: 6/17/2025

Accounts Payable Calendar

2025 ACCOUNTS PAYABLE CALENDAR			
	FINANCE		CHECKS
	CUT-OFF		ISSUED
	(TUES NOON)		(TUESDAY)
NOTE: Some cut-off dates have been changed due to the Holidays			
Friday	12/27/24		01/07/25
	01/14/25		01/21/25
	01/28/25		02/04/25
	02/11/25		02/18/25
	02/25/25		03/04/25
	03/11/25		03/18/25
	03/25/25		04/01/25
	04/08/25		04/15/25
	04/22/25		04/29/25
	05/06/25		05/13/25
	05/20/25		05/27/25
	06/03/25		06/10/25
Monday	06/16/25		06/24/25
	07/01/25		07/08/25
	07/15/25		07/22/25
	07/29/25		08/05/25
	08/12/25		08/19/25
	08/26/25		09/02/25
	09/09/25		09/16/25
	09/23/25		09/30/25
	10/07/25		10/14/25
	10/21/25		10/28/25
	11/04/25		11/11/25
	11/18/25		11/25/25
	12/02/25		12/09/25
	12/16/25		12/23/25
Friday	12/26/25		01/06/26

Hold Harmless Agreement

"To the fullest extent permitted by law, Legal Aid and Defender Association, Inc., Of Detroit, Michigan, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this Contract."

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____

Date: 6/17/2025

CITY COMMISSION AGENDA ITEM

TITLE	**Request to Fill Vacant Personal Computer Support Specialist**
SUBMITTING DEPARTMENT	**Infomation Technology**
PRESENTER	**Christopher Gomez**
MEETING DATE	**July 14, 2025**

ATTRITION POLICY

Purpose: The City of Royal Oak may at times face revenues that are not sufficient to necessarily meet operating and capital needs. For that reason, each position vacancy should be reviewed to ensure a balanced budget can be maintained, prior to seeking to fill the position.

Policy: All City of Royal Oak full-time positions except sworn police and fire positions that become vacant, for any reason, may only be filled with specific approval from the City Commission.
[Adopted 06/02/2008 and Amended 05/20/2024]

EXECUTIVE SUMMARY

The Personal Computer (PC) Specialist role has recently been vacated due to an internal promotion. This critical role provides end-user support for all our critical areas as well as during election cycles and special events. This role is essential for the day-to-day operations of the city and would allow the team to be fully staffed for the first time in over a decade. This will allow us the time to focus on multiple pending projects and initiatives that have been placed on hold due to a lack of available resources.

We maintain the entire city's Information Technology infrastructure of 450 endpoints and phones, city hall data center, main distribution frame and intermediate distribution frame closets in ten locations including our recreation, police, fire, court, and city hall, as well as multiple office printers and scanners and the entirety of the access control system through Genetec. This role would need to learn about each system and all our responsibilities and enable them to support the team in any way possible. Given the scale of maintenance and support that this role is responsible for, the department recommends that the vacancy be filled.

BUDGET IMPACT SUMMARY	
Anticipated Salary and Benefit Cost	**Salary: $59,000 to 63,000 Benefits Est.: $40,000**
Included in the budget	**☒Yes ☐ No**
Are you filling a position that was previously held?	**☒Yes ☐ No**
Funding Source/GL Number:	**Various; allocations spread across several funding accounts.**

OTHER FISCAL IMPACTS:
Select all that apply.

☒ No fiscal impact ☐Revenue impact (details below)
☒ Training Required (details below)

STRATEGIC INITIATIVE ALIGNMENT:

This position supports the city's various strategic plans, including the Master Plan, by bringing the city's infrastructure up to the latest technology standards while providing a high quality of service beneficial to all our city employees and residents.

PROPOSED CITY COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the filling of the vacant Personal Computer Support Specialist position.

ATTACHMENT: Updated Position Description

City of Royal Oak

PC SUPPORT SPECIALIST – LEVEL I

General Statement of Duties: A **PC SUPPORT SPECIALIST** performs a variety of technical and professional assignments of varying difficulty pertaining to the core business system applications as implemented by the City of Royal Oak. This position reports directly to the Manager of Information Systems. Duties will usually consist of routine work regarding support, configuration and upgrades of installed computer devices and software, backup and recovery, social media and security apps, cell/smart phones, and technical trouble shooting performed in accordance with departmental rules and regulations. The work may involve specific instructions given by the department head when needed, although the PC Support Specialist is required to exercise some independent discretion when faced with critical conditions.

Essential Duties and Responsibilities:

- The following is intended to indicate the types of duties and responsibilities requested of the employee assigned this title. It is not intended to be all-inclusive or limiting as to the specific duties and responsibilities that may be required.
- Responsible for specializing in installation, configuration and upgrading of all types of computer devices and software.
- Responsible for inventory records on leased and owned equipment and software. It is the obligation of this position to work with network and systems administrator(s) to keep and protect the City from any license infringements.
- Responsible for troubleshooting equipment failures on printers, scanners, computers, network switches, hubs, faxes, cell phones, laptops, tablets, smart phones, etc. and to coordinate with service repair vendors to fix and/or replace equipment when appropriate.
- Responsible for determining the life expectancy of equipment and evaluating cost justification for repair / upgrade / replacement of equipment owned / leased by the City.
- Responsible for adhering to and enforcing the City's Computer User and Security Policy throughout the City.
- Work to improve existing processes.
- Provide support for resolving and coordinating with Network and Systems Administrator(s) all requests for new and/or termination requests for computer access, e-mail accounts, social media accounts, internet access, etc.
- Provide backup support to updates and changes to policy procedures regarding security issues.
- Provide overall backup support to network and systems administration issues.
- Use cloning software for image creation and restoring damaged computer configurations.
- Carry and transport computer workstations, printers, etc. to and from different building locations.
- Provide direct service for IT networks as well as customer service to users inside and outside the company
- Maintain a work log of requests and maintenance tasks
- Forward daily inspections to prevent or solve system malfunctions
- Stay updated on new developments in, and analyze reviews of, computing technologies
- Supervise the logging of network conditions and requirements
- Perform other work and duties as required.

Qualifications for Employment:

- Knowledge of equipment and software configuration, installation and troubleshooting.
- Knowledge and understanding of Windows Operating Systems and MS Office products.
- Knowledge of security issues in a multiple server LAN / WAN environment.
- Skill in minor equipment repairs and cabling.
- Ability to handle multiple complex assignments concurrently without loss of effectiveness.
- Ability to work harmoniously and effectively in a team environment.
- Physical ability to carry and transport computer workstations, printers, etc. to and from different building locations.
- Skill in resolving complex problems.
- Good oral and written communication skills.

A **PC SUPPORT SPECIALIST**, upon application, should have the following training and experience:

Highschool diploma and Graduation from a recognized college or university with a Bachelor's degree specializing in Computer Information Systems, Computer Science, Computer Engineering or a directly related field is desired. A minimum of 4 years of directly related experience, which has resulted in the knowledge, abilities and skills described above will be considered in lieu of college/university education.

Royal Oak
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CITY COMMISSION AGENDA ITEM

TITLE	**Downtown Development Authority Board Member Appointment**
SUBMITTING DEPARTMENT	**City Manager**
PRESENTER	**Joseph Gacioch**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

The City Manager recommends appointing Adrian Walker to the open position on the Downtown Development Authority (DDA) Board. Adrian brings valuable experience, having previously served on the City of Flint's DDA board. He also has more than 10 years of hands-on experience in placemaking and economic development, most recently with the State of Michigan's Department of Labor and Economic Opportunity.

His background will bring fresh perspectives to the Board's work. Adrian interviewed with the City Manager earlier this spring. His appointment also satisfies Public Act 57, which requires at least one DDA board member to be a downtown resident. Royal Oak is fortunate to have talented downtown residents like Adrian who are ready to serve their community.
If the appointment is accepted, Adrian will serve a four year term: July, 2025-July, 2029.

Under Michigan's Public Act 57 of 2018 (the Recodified Tax Increment Financing Act), Downtown Development Authority (DDA) boards must meet two key requirements regarding membership and residency:
Board Composition Requirements:

1. Majority Property or Business Interest: At least half (i.e., most) of the board members must own property or operate a business within the downtown district

2. Resident Requirement: If the downtown development district has over 100 residents, at least one board member must live within that district .

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**N/A**
AMOUNT CURRENTLY BUDGETED	**N/A**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☒No fiscal impact ☐Revenue impact (details below)

☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT*:* N/A

WORKLOAD IMPACT*:* N/A

OPERATIONS IMPACT: N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

N/A

COMMUNITY ENGAGEMENT

N/A

BOARD AND COMMISSION FEEDBACK

The City Manager has met with all Board members over the past quarter.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the appointment of Adrian Walker to the Downtown Development Authority Board as recommended by the City Manager.

ATTACHMENTS: None

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CITY COMMISSION AGENDA ITEM

TITLE	**2025 Compensation and Performance Plan**
SUBMITTING DEPARTMENT	**City Manager**
PRESENTER	[Document Description]
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

The City Manager's Office recommends approval of the attached 2025 Compensation and Performance Plan. Developed in alignment with the Fiscal Year End (FYE) 2026 budget process, this plan reflects a comprehensive, data-driven approach led by the Human Resources Department to improve transparency, predictability, and fairness for all participating staff, including employees in the City's Pro Tech, Department Head, and Executive groups. The plan establishes formal pay scales for each position, offering employees a clear and predictable pathway for compensation growth.

In addition, the policy establishes a structured annual performance review process for Executives, department heads, and employees in the ProTech bargaining group. This performance review process is intentionally designed to link individual performance and professional development with merit-based increases that align with the new pay scales. Succession planning is a priority for the City Manager's office and is a byproduct of this newly structured process.

Taken together, the Compensation and Performance Plan help the City Manager's office have better predictability in budgeting and forecasting personnel costs and city employees have better predictability in compensation.

The foundation of this policy is a third-party compensation study conducted with the agreement and interest from these groups in 2024. The City selected HR Collaborative as an independent consultant to ensure the analysis was objective, market-driven, and free from internal bias. HR Collaborative presented the results of the study and new pay scales to each group during the month of May. Employees eligible for a market adjustment completed a mini-performance review with their directors in June. The study, which began in summer 2024 and concluded in April 2025, provided a reliable benchmark for our compensation structure.

The closing of my memo to staff about the Compensation Policy conveyed that this work is not just about numbers on a pay scale ----it's about people, values, and our shared future. A strong compensation system creates clear expectations, reflects the market value of each position, and supports continuous employee development that aligns with the organization's needs.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**Adjustments reflected in FYE 26 adopted budget**
AMOUNT CURRENTLY BUDGETED	**“ “**
BUDGET AMENDMENT REQUIRED	**N/A**
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	**☒ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact ☐Revenue impact (details below)

☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT: N/A

WORKLOAD IMPACT*:* Employees will participate in an annual goal setting process that begins in the fall and concludes in May/June with yearend performance reviews. Goal setting reinforces purposeful and aligned priorities and professional development.

OPERATIONS IMPACT: Positive long-term employee development

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This initiative aligns with the City Commission’s 22-25 Strategic Plan which calls for efficient and effective services and making market-informed decisions as part of long-term fiscal health. Transparent pay scales are also supportive of a culture of fairness and inclusion.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves of the 2025 Employee Compensation and Performance Plan as submitted by the City Manager

ATTACHMENT: Compensation Plan

City of Royal Oak Investment Portfolio

May-25

ISSUER	TYPE	PURCH. DATE	MATURITY DATE	Rate	Yield	No of days	Investment	Annualized Interest	Principal + Interest	Investments
CIBC	CD	6/3/24	6/3/25	5.20%	5.27%	365	2,140,322.10	111,296.75	2,251,618.85	2,140,322.10
CIBC	CD	6/6/24	6/6/25	5.20%	5.27%	365	2,153,401.75	111,976.89	2,265,378.64	2,153,401.75
CIBC	CD	6/17/24	6/17/25	5.20%	5.27%	365	1,170,737.18	60,878.33	1,231,615.51	1,170,737.18
CIBC	CD	7/10/24	7/10/25	5.20%	5.20%	365	2,165,387.60	112,600.16	2,277,987.76	2,165,387.60
Citizens State Bank	CD	8/26/24	8/26/25	4.60%	4.65%	365	1,025,918.03	47,192.23	1,073,110.26	1,025,918.03
CIBC	CD	9/18/24	9/17/25	4.50%	4.50%	364	1,164,931.86	52,421.93	1,217,353.79	1,164,931.86
CIBC	CD	9/18/24	9/17/25	4.50%	4.50%	364	1,166,551.83	52,494.83	1,219,046.66	1,166,551.83
First Merchants Bank	CD	9/19/24	9/19/25	5.25%	5.35%	365	2,314,978.16	121,536.35	2,436,514.51	2,314,978.16
First Merchants Bank	CD	9/19/24	9/19/25	5.25%	5.35%	365	2,314,978.16	121,536.35	2,436,514.51	2,314,978.16
Citizens State Bank	CD	10/3/24	4/3/26	3.83%	3.90%	547	545,072.62	20,876.28	565,948.90	545,072.62
CIBC	CD	10/1/24	9/30/25	4.10%	4.16%	364	1,205,915.87	49,442.55	1,255,358.42	1,205,915.87
CIBC	CD	10/7/24	10/6/25	4.10%	4.16%	364	2,195,701.98	90,023.78	2,285,725.76	2,195,701.98
CIBC	CD	10/7/24	10/6/25	4.10%	4.16%	364	1,350,411.22	55,366.86	1,405,778.08	1,350,411.22
CIBC	CD	11/15/24	11/15/25	4.10%	4.10%	365	2,205,326.42	90,418.38	2,295,744.80	2,205,326.42
CIBC	CD	11/19/24	11/19/25	4.10%	4.10%	365	2,460,311.36	100,872.77	2,561,184.13	2,460,311.36
Citizens State Bank	CD	12/6/24	12/6/25	4.22%	4.26%	365	551,557.36	23,275.72	574,833.08	551,557.36
Huntington	CD	12/10/24	12/10/25	3.50%	3.55%	365	1,083.84	37.93	1,121.77	1,083.84
Flagstar Bank	CD	12/19/24	9/12/25	4.35%	4.35%	267	447,861.42	19,481.97	467,343.39	447,861.42
PNC Bank	CD	12/25/24	6/22/25	3.85%	3.85%	179	549,994.78	21,174.80	571,169.58	549,994.78
PNC Bank	CD	12/25/24	6/22/25	3.85%	3.85%	179	802,949.38	30,913.55	833,862.93	802,949.38
Flagstar Bank	CD	1/22/25	1/22/26	4.25%	4.25%	365	2,186,537.81	92,927.86	2,279,465.67	2,186,537.81
PNC Bank	CD	1/25/25	7/23/25	3.85%	3.85%	179	511,760.76	19,702.79	531,463.55	511,760.76
Citizens State Bank	CD	2/5/25	2/6/26	4.30%	4.35%	366	1,108,608.68	47,670.17	1,156,278.85	1,108,608.68
Community Unity Bank	CD	2/13/25	2/12/26	4.14%	4.23%	364	1,011,559.28	41,878.55	1,053,437.83	1,011,559.28
PNC Bank	CD	2/15/25	8/13/25	3.85%	3.85%	179	823,474.52	31,703.77	855,178.29	823,474.52
PNC Bank	CD	3/17/25	9/12/25	3.85%	3.85%	179	830,067.55	31,957.60	862,025.15	830,067.55
Flagstar Bank	CD	3/20/25	3/20/26	4.00%	4.00%	365	2,229,261.44	89,170.46	2,318,431.90	2,229,261.44
Citizens State Bank	CD	4/16/25	10/16/26	3.91%	3.95%	548	1,123,769.42	43,939.38	1,167,708.80	1,123,769.42
CIBC	CD	5/19/25	5/19/26	4.00%	4.06%	365	1,244,222.22	49,768.89	1,293,991.11	1,244,222.22
CIBC	CD	5/19/25	5/19/26	4.00%	4.06%	365	1,244,222.22	49,768.89	1,293,991.11	1,244,222.22
Huntington Investments, brokered										
Dreyfus Cash Mgt	MM	5/1/25	month end	3.81%	3.80%	30	907.78	34.59	942.37	907.78
Amer Elec Power, 500k	CP	3/13/25	6/13/25	0.000%	4.461%	92	494,440.29	-	494,440.29	494,440.29
General Motors, 1.015m	CP	02/06/25	06/05/25	0.00%	4.492%	119	1,000,351.25	-	1,000,351.25	1,000,351.25
General Motors, 511m	CP	04/30/25	10/16/25	0.00%	4.562%	169	500,489.72	-	500,489.72	500,489.72
General Motors, 511m	CP	05/13/25	11/05/25	0.00%	4.532%	176	500,071.77	-	500,071.77	500,071.77
LVMH MOET, 510k	CP	12/17/24	6/13/25	0.000%	4.289%	178	499,666.89	-	499,666.89	499,666.89
Penske Truck Leas., 565m	CP	04/24/25	10/14/25	0.00%	4.542%	173	553,159.92	-	553,159.92	553,159.92
Bank of America	CD	9/11/24	9/11/25	4.30%	4.30%	365	507,000.00	21,801.00	528,801.00	507,000.00
First NatlBkAmer, 750k	CD	11/22/24	11/21/25	4.10%	4.10%	364	750,000.00	30,750.00	780,750.00	750,000.00
JPMChase NA	CD	1/29/21	1/29/26	0.50%	0.50%	1,826	1,000,000.00	5,000.00	1,005,000.00	1,000,000.00
Morgan Stanley Mtg,508k	USGB	5/28/25	5/28/30	4.250%	4.250%	1,826	508,000.00	21,590.00	529,590.00	508,000.00
UST Bill, 528.7k	UST Sec	2/18/25	8/14/25	0.00%	4.22%	177	518,214.12	-	518,214.12	518,214.12
UST Note, 608.3k	UST Sec	2/7/25	3/31/26	0.75%	4.121%	417	585,631.32	4,392.23	590,023.55	585,631.32
UST Note, 738.4k	UST Sec	11/20/24	9/15/26	4.63%	4.17%	664	744,168.75	34,417.80	778,586.55	742,546.15
					value adjustment on UST Sec		(1,622.60)		(1,622.60)	
USTreasury Note, 733k	UST Sec	11/20/24	12/15/26	4.38%	4.14%	755	736,350.04	32,215.31	768,565.35	735,525.59
					value adjustment on UST Sec		(824.45)		(824.45)	
FederalHomeLoanBk,935		12/17/24	12/10/27	4.250%	4.170%	1,088	937,212.26	39,831.52	977,043.78	937,145.90
					value adjustment on USTN		(66.36)		(66.36)	
USTreasury Nt, 936.7k	USGB	2/13/25	3/15/27	4.250%	4.221%	760	937,062.87	39,825.17	976,888.04	936,769.00
					value adjustment on USTN		(293.87)		(293.87)	
Federal Farm Cr Bk,605k	USGB	5/13/25	11/12/27	4.419%	4.500%	913	605,000.00	26,734.95	631,734.95	605,000.00
Federal Farm Cr Bk,820k	USGB	11/19/24	11/12/27	4.125%	4.500%	1,088	819,425.77	33,801.31	853,227.08	819,425.77
Federal Farm Cr Bk	USGB	5/1/24	5/1/26	5.375%	5.375%	730		-	-	-
Federal HmLn Mtg,531k	USGB	3/18/25	3/18/30	4.300%	4.300%	1,826	531,000.00	22,833.00	553,833.00	531,000.00
Federal HmLn Mtg,525k	USGB	4/30/25	1/24/29	4.455%	4.457%	1,365	525,000.00	23,388.75	548,388.75	525,000.00
Robinson Capital, brokered										
Huntington Conservative	C/CE	5/1/25	month end			30	-	-	-	-
Federated Treas Oblig Fund	C/CE	5/1/25	month end	4.19%	4.19%	30	526,063.26	22,042.05	548,105.31	526,063.26
Chippewa Valley Schls,100	MuniB	12/19/22	5/1/27	1.18%	4.45%	1,594	87,154.00	1,029.29	88,183.29	87,154.00
Clarkston Com Schls,100	MuniB	12/23/22	5/1/26	1.94%	4.47%	1,225	92,200.00	1,790.52	93,990.52	92,200.00

City of Royal Oak Investment Portfolio

May-25

ISSUER	TYPE	PURCH. DATE	MATURITY DATE	Rate	Yield	No of days	Investment	Annualized Interest	Principal + Interest	Investments
Clawson Schls,100	MuniB	12/2/22	5/1/27	3.65%	4.92%	1,611	95,012.00	3,467.94	98,479.94	95,012.00
Dearborn MI Sch Dist, 100	MuniB	11/1/22	5/1/27	1.36%	4.92%	1,642	85,808.00	1,169.56	86,977.56	85,808.00
FedHome Loan Bk, 275	Agency	4/28/25	9/1/28	4.00%	3.96%	1,222	276,544.68	11,061.79	287,606.47	276,544.68
FedHome Loan Bk, 225	Agency	12/17/24	12/14/29	2.125%	2.280%	1,823	203,474.97	4,323.84	207,798.81	203,474.97
FedHome Loan Bk, 200	Agency	1/13/25	9/30/26	0.980%	1.03%	625	188,884.00	1,851.06	190,735.06	188,884.00
Fed Farm Credit, 200	Agency	5/13/25	8/16/28	1.50%		1191	188,108.60	2,821.63	190,930.23	188,108.60
FedHome Loan Bk, 300	Agency	10/26/22	12/21/26	1.25%	4.33%	1,517	265,270.94	3,315.89	268,586.83	265,270.94
FedHome Loan Bk, 400	Agency	10/7/22	9/11/26	4.25%	4.33%	1,435	398,903.20	16,953.39	415,856.59	398,903.20
FedHome Loan Bk, 325	Agency	10/5/22	9/10/27	4.125%	4.05%	1,801	326,066.00	13,450.22	339,516.22	326,066.00
FedHome Loan Bk, 325	Agency	10/5/22	12/10/27	4.25%	3.71%	1,892	332,915.20	14,148.90	347,064.10	332,915.20
FedHome Loan Bk, 300	Agency	11/20/24	12/8/28	4.750%	4.75%	1,479	305,520.00	14,512.20	320,032.20	305,520.00
FedHome Loan Bk, 300	Agency	6/20/24	6/8/29	4.625%	4.56%	1,814	304,624.69	14,088.89	318,713.58	304,624.69
Fed Farm Credit, 400	Agency	9/26/22	9/15/27	3.38%	4.24%	1,815	384,678.92	12,982.91	397,661.83	384,678.92
Fed Farm Credit, 400	Agency	9/28/22	9/30/25	4.25%	4.29%	1,098	399,388.00	16,973.99	416,361.99	399,388.00
Fed Farm Credit, 400	Agency	9/30/22	9/30/25	4.25%	4.29%	1,096	399,584.00	16,982.32	416,566.32	399,584.00
Fed Farm Credit, 400	Agency	10/12/22	10/19/26	4.25%	4.34%	1,468	398,760.00	16,947.30	415,707.30	398,760.00
Fed Farm Credit, 400	Agency	10/13/22	10/20/25	4.50%	4.50%	1,103	399,956.00	17,998.02	417,954.02	399,956.00
Fed Farm Credit, 400	Agency	10/20/22	7/27/26	4.50%	4.70%	1,376	397,312.00	17,879.04	415,191.04	397,312.00
Fed Farm Credit, 300	Agency	11/1/22	10/27/27	4.38%	4.35%	1,821	300,347.96	13,140.22	313,488.18	300,347.96
Fed Farm Credit, 300	Agency	4/13/24	2/13/29	4.13%	4.24%	1,767	298,473.00	12,312.01	310,785.01	298,473.00
Fed Farm Credit, 325	Agency	3/1/23	12/1/27	4.125%	4.21%	1,736	323,836.50	13,358.26	337,194.76	323,836.50
Fed Farm Credit, 325	Agency	4/26/24	4/26/27	3.88%	3.99%	1,095	325,737.75	12,622.34	338,360.09	325,737.75
Fed Farm Credit, 225	Agency	4/15/24	12/15/28	4.25%	4.34%	1,705	227,517.75	9,669.50	237,187.25	227,517.75
Fed Farm Credit, 325	Agency	4/18/24	1/18/29	3.88%	4.03%	1,736	322,530.00	12,498.04	335,028.04	322,530.00
Fed Farm Credit, 300	Agency	4/28/24	9/28/27	4.63%	4.66%	1,248	298,842.00	13,821.44	312,663.44	298,842.00
Fed Farm Credit, 250	Agency	4/13/24	10/13/27	4.75%	4.77%	1,278	249,766.81	11,863.92	261,630.73	249,766.81
Fed Farm Credit, 225	Agency	2/24/25	1/18/30	4.500%	4.50%	1,789	227,002.50	10,215.11	237,217.61	227,002.50
Fed Farm Credit, 275	Agency	7/19/24	12/7/29	4.25%	4.20%	1,967	276,537.25	11,752.83	288,290.08	276,537.25
Fed Farm Credit, 200	Agency	8/6/24	8/16/27	3.75%	3.76%	1,105	199,824.07	7,493.40	207,317.47	199,824.07
Fed Farm Credit, 325	Agency	9/24/24	3/24/28	3.500%	3.50%	1,277	325,094.25	11,378.30	336,472.55	325,094.25
Fed Farm Credit, 300	Agency	4/14/25	4/1/30	4.00%	4.00%	1,813	297,186.00	11,887.44	309,073.44	297,186.00
Fed Farm Credit, 250	Agency	5/5/25	5/1/30	4.00%	4.00%	1822	250,930.00	10,037.20	260,967.20	250,930.00
FedHome Loan Bk, 300	Agency	11/17/22	6/12/26	5.75%	4.22%	1,303	315,066.41	18,116.32	333,182.73	315,066.41
Michigan Hsg Dev, 100	MuniB	10/17/24	6/1/27	4.005%	4.005%	957	100,000.00	4,005.00	104,005.00	100,000.00
Michigan Hsg Dev, 105	MuniB	11/26/24	10/1/26	1.68%	1.76%	674	99,804.60	1,676.72	101,481.32	99,804.60
Michigan Hsg Dev, 150	MuniB	3/30/23	4/1/27	5.357%	5.357%	1,463	150,000.00	8,035.50	158,035.50	150,000.00
USTnote, 325	USTN	4/30/24	1/31/29	4.00%	4.13%	1,737	321,140.63	12,845.63	333,986.26	321,140.63
West Ottawa Schls,100	UTGO	12/13/22	11/1/25	1.06%	4.53%	1,054	90,717.00	961.60	91,678.60	90,717.00
								-		
									Investments Total	**64,553,805.23**

					Current Interest	Checking and Savings Account
Chase, JPMorgan	Chk	AP check'g	5/31/25	1.65%	4,958.38	4,147,209.65
Chase, JPMorgan	Chk	Auto	5/31/25	1.66%	205.46	148,519.62
Huntington	Chk	Pooled	5/31/25	*	-	2,413,536.74
Huntington	Chk	Pooled AP	5/31/25	*	-	119,656.07
Huntington	Chk	Auto	5/31/25	*	-	7,396.24
Huntington	Chk	Trust/tax	5/31/25	*	-	7,765.13
Huntington	Chk	Payroll	5/31/25	*	-	10,631.51
Huntington	Chk	Farm Mkt	5/31/25	*	-	18,577.51
Huntington	Chk	IceArena	5/31/25	*	-	16,907.60
MI Class	Inv/Savings-Tax		5/31/25	4.4034%	-	-
MI Class	Inv/Savings-pooled		5/31/25	4.4034%	143,632.40	38,950,612.33
PNC Bank	MM	Ambulance	5/31/25	1.87%	1,070.75	777,895.76
					Checking/Savings Total	**46,618,708.16**

Total Investments & Bank Balance	**64,553,805.23**	**2,712,270.97**	**67,116,209.21**	**111,172,513.39**

* checking accounts generally earn zero interest or an under-market rate

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Nicole McEachern **Department:** Parks and Recreation

Name of Event: 2025 mParks Conference in Traverse City, MI

Dates: From 3/3/2025 To 3/6/2025 **Number of Days:** 4

Total Expense: $1,299.92 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
I attended the 2025 mParks Conference & Trade Show to further my professional development in the parks and recreation field and to gain valuable insights into best practices, innovative strategies, and emerging trends. Additionally, the conference provided an excellent opportunity to earn Continuing Education Units (CEUs), which are required for maintaining my Certified Parks and Recreation Professional (CPRP) certification.

What did you learn or gain from attending this conference, training, or workshop?
The conference offered serveral sessions of educational content, which enabled me to explore a wide range of topics relevant to parks and recreation. I gained practical knowledge from expert-led sessions, connected with industry leaders, and discovered strategies to enhance program delivery, improve community engagement, and implement efficient operational practices. The networking opportunities allowed me to exchange ideas with other professionals. I attended sessions on topics of Are You Ready? Lessons from a Splashpad Mass Shooting, Navigating Local Politices, The Importance of Proper Athletic Field Maintenance, Parks and Recreation Marketing with AI, A Leader Worth Following, and Spotlight on Inclusivity. I attended keynote sessions on The Bucket List Life and Call to Excellence. In addition, I presented two sessions representing City of Royal Oak on topics of Leadership and Executive Presence, and a 2 hour Director's Summit on Parks at the Polls: How to Make your Ballot Proposal a Winner!

Would you recommend that others attend this conference, training, or workshop?
Absolutely. The mParks Conference & Trade Show is a premier event for anyone in the parks and recreation field. It offers a perfect blend of educational sessions, networking opportunities, and exposure to the latest industry developments. Attendees can also fulfill CEU requirements, making it an invaluable experience for those maintaining their CPRP certification or seeking professional growth.

Additional Comments:
The event's organization and the diversity of participants (over 500 attendees) made it a highly rewarding experience. I would strongly encourage peers and colleagues to participate in future conferences to elevate their expertise and contribute to the advancement of our field.

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The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Elana Bordine Department: Parks and Recreation

Name of Event: 2025 mParks Conference in Traverse City, MI

Dates: From 3/3/2025 To 3/6/2025 Number of Days: 4

Total Expense: $980.32 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
I attended the mParks Annual Conference and Trade Show for the first time to deepen my understanding of the parks and recreation field and further my professional development. As someone new to this industry, the conference offered an excellent opportunity to explore the latest trends, innovations, and best practices. By attending various sessions and networking with industry professionals, I gained valuable insights into the challenges and opportunities within parks and recreation.

What did you learn or gain from attending this conference, training, or workshop?
Attending the mParks Annual Conference and Trade Show provided me with valuable knowledge and insights that will greatly contribute to my professional development. I gained a deeper understanding of key aspects of the parks and recreation field, particularly in areas such as program planning, community engagement, and facility management. The conference allowed me to connect with industry professionals and experts, which has expanded my network and opened doors for future collaborations. Several sessions offered industry-leading information that will help me enhance our programs and connect with our community more effectively. For instance, sessions like Taking It Personal and Solve Those Problems provided valuable strategies for fostering and maintaining relationships with current participants, as well as drawing in new ones. Other sessions, such as City Wide Scavenger Hunt, So, You Want To Do What?, Enhancing Youth Services, and One Day Program Wonders, offered insight into improving all our programs, along with engaging discussions with peers about the successes, challenges, and failures they've experienced in program implementation throughout their careers.

I also had the opportunity to attend sessions like Chat GPT for Dummies, So You Want To Be a Director 2.0, and Leadership and Executive Presence, which provided insight into my own professional development. These sessions offered real-life examples of the challenges professionals face while growing in this field, as well as solutions that are on the horizon and those that have stood the test of time. This knowledge will be incredibly useful as I continue to navigate my own career path and contribute to the success of our department.

This experience has strengthened my foundation in parks and recreation, enhanced my skills in program planning and community engagement, and deepened my understanding of the broader industry landscape. The relationships I built and the knowledge I gained will be crucial as I continue to grow in my role and contribute to building a dynamic parks and recreation department.

Would you recommend that others attend this conference, training, or workshop?
Yes, I would highly recommend attending the mParks Annual Conference and Trade Show. The conference provided valuable industry knowledge and practical insights that greatly contributed to my professional development. The variety of sessions offered strategies for fostering relationships with participants, enhancing program planning, and improving community engagement. Additionally, the professional development sessions gave me a deeper understanding of career growth opportunities and leadership skills.

Overall, the conference strengthened my foundation in the field, provided actionable tools, and allowed me to build important connections that will support my ongoing growth and contributions to our city & department.

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Additional Comments:
This conference offered me the opportunity to foster relationships with surrounding communities such as Berkley, Madison Heights, and Ferndale. These connections will be instrumental as we work to build and enhance our parks and recreation department and develop effective programming.

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The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Vincent Morales Department: Building

Name of Event: Tri-County Plumbing Inspectors Association- 2021 Plumbing Plan Review

Dates: From 4/15/2025 To 4/15/2025 Number of Days: 1

Total Expense: $30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
Required training to maintain State of Michigan Public Act 407 registrations.

What did you learn or gain from attending this conference, training, or workshop?
Plumbing Plan Review per the MPC 2021

Would you recommend that others attend this conference, training, or workshop?
Yes

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Additional Comments:

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Approved by Staff Supervisor: Signature Date	Approved by Training Coordinator: Signature Date

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Daniel Solomon **Department:** DDA

Name of Event: Main Street Now 2025

Dates: From 4/6/2025 **To** 4/10/2025 **Number of Days:** 4

Total Expense: $2,727.33 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?

I attended this conference to further expand my knowledge on the Main Street Approach, which includes the four points of Design, Organization, Promotion, and Economic Vitality. I additionally attended this conference as a means to expand my professional network with other Main Street managers from across the U.S., and strengthen relationships with local neighbors and partners like Main Street Oakland County, Ferndale DDA, etc.

What did you learn or gain from attending this conference, training, or workshop?

I have brought back a number of new tools for us to utilize to strengthen Downtown Royal Oak. During the conference the main plenary and idea sessions focused a lot on remaining resilient during tough economic times, and doing so by building trust with stakeholders in the local community, designing downtown with a people-focuses lens, and utilizing toolkits that MSA already has in place and future iterations that are being updated currently.

I also learned more about historic preservation and some toolkit items that will help us in the goal of preserving local character in the building stock, and redevelopments continue to move into the downtown area.

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Would you recommend that others attend this conference, training, or workshop?

Overall I would recommend this to others, especially DDA Board members and Commissioners. This will be helpful to the team expand the knowledge and tools we employ to improving downtown.

Additional Comments:

I rated the sessions at this conference as good rather than exceptional because there were some sessions that I did not feel like I had overwhelmingly learned something new and rather brushed up or refreshed on already learned content.

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Matthew Murray **Department:** Parking Enforcement

Name of Event: Parking Industry Expo (P.I.E.) 2025

Dates: From 3/30/2025 To 4/3/2025 **Number of Days:** 5

Total Expense: $1,630.47 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
To gather knowledge in industry trends for current and upcoming technology, including EV charging and modern parking apps. Specific focus was on pay-by-plate pay stations, garage PARCS equipment, LPR equipment and Autocite enforcement tools that Royal Oak may consider for its upcoming parking system. Also, to expand my networking contacts within the parking industry, and to attend educational seminars on a variety of relevant topics.

What did you learn or gain from attending this conference, training, or workshop?
As expected, the expo yield numerous new networking contacts from cities, universities and parking vendors from both our region of Michigan and nationally. New seminars this year focused on mental health of the parking workforce, as well as officer safety. Other seminars included data gathering and analysis, which is a priority for Royal Oak leading up to the adoption of our new parking system. Classes dealt with the growing trend of mailing citations generated from LPR enforcement, and how mobile LPR enforcement occurs.

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Would you recommend that others attend this conference, training, or workshop?
Definitely. Even as someone who has attended this expo before, each years brings new contacts and technology. The opportunity to keep current with technology and industry trend is crutial.

Additional Comments:
The expo is readily accessible near Chicago. Next year it will be hosted in Dallas. There are no concerts, golf outings, sporting events or other distractions rolled into the attendance. Food is frequently provided by the event organizers on site, with the intention of keeping the attendees together to talk and network. There is no local eequilavent to the exposition.

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Approved by Staff Supervisor: Signature Date	Approved by Training Coordinator: Signature 4/24/25 Date

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Vanessa Stojkovski **Department:** Treasury

Name of Event: Basic Institute

Dates: From 4/27/2025 To 5/2/2025 **Number of Days:** 6

Total Expense: $249.37 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[x] Exceptional [ ] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[x] Exceptional [ ] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?

I attended this conference to complete my 100 hours of municipal treasury education and obtain my certificate in Michigan Certified Professional Treasurer certificate.

What did you learn or gain from attending this conference, training, or workshop?

This conference provided an abundance of valuable information. Throughout the week, we explored a wide range of topics including banking services, cyber-enabled fraud, records management, investing public funds, ethics and conflicts of interest, budgeting, effective communication with citizens with disabilities, the importance of having an investment policy, office preparedness for the unexpected and artificial intelligence. In addition to the informative sessions, the conference offered excellent opportunities for professional networking, allowing attendees to exchange ideas, share best practices and build meaningful connections within the field.

Would you recommend that others attend this conference, training, or workshop?

Yes, I would recommend that others in the treasury field attend this conference.

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Additional Comments:

I want to thank the Treasurer, Jaynmarie Hubanks, and the City of Royal Oak for allowing me this opportunity to attend this conference so that I could obtain this certification and continue to expand my knowledge within the field.

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Vincent Morales **Department:** Building

Name of Event: Tri-County Plumbing Inspectors Association- 2021 Plumbing Code and Backflow Preventers

Dates: From 5/20/2025 To 5/20/2025 **Number of Days:** 1

Total Expense: $30.00 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[ ] Exceptional [X] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
Required training to maintain State of Michigan Public Act 407 registrations.

What did you learn or gain from attending this conference, training, or workshop?
Plumbing Code and backflow preventers per the MPC 2021

Would you recommend that others attend this conference, training, or workshop?
Yes

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Additional Comments:

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Approved by Staff Supervisor: Signature Date	Approved by Training Coordinator: Signature Date

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY OF ROYAL OAK
TRAINING EVALUATION FORM

Name: Kevin Yee **Department:** DPS

Name of Event: APWA Great Lakes Expo

Dates: From 5/20/2025 To 5/22/2025 **Number of Days:** 3

Total Expense: $830.40 (Total of all expenses from Expense Report less expenses not eligible for reimbursement)

Please rate the overall quality of this conference/training/workshop:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Please rate the usefulness of this conference/training/workshop to the work you do or your career development:

[X] Exceptional [ ] Good [ ] Average [ ] Poor

Why did you attend this conference, training, or workshop?
This is the annual American Public Works Association Michigan Chapter conference. This conference is a great opportunity to learn about the latest in public works and network with other professionals around the state.

What did you learn or gain from attending this conference, training, or workshop?
I learned the latest updates on road funding efforts in Lansing, technological advances for such things as snow plowing/tracking, and FOG related issues, and grant funding available for other initiatives.

Would you recommend that others attend this conference, training, or workshop?
Yes



Additional Comments:
This is a great conference and the city needs more involvement in APWA. We are behind in many areas.

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Approved by Staff Supervisor: Signature Date	Approved by Training Coordinator: Signature Date

The information collected above will be reviewed by the City Manager and City Commission

Form T-3 0103

CITY COMMISSION AGENDA ITEM

TITLE	**Request for Parking Pass Reservation Agreement at South Lafayette Garage**
SUBMITTING DEPARTMENT	**Community Development - Planning**
PRESENTER	**Joseph Murphy**
MEETING DATE	**June 9, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*



Akouri Group of Royal Oak LLC, (Akouri) of West Bloomfield, Michigan owns the vacant, approximately 4,000 sq. ft. one-story commercial building at the southeast corner of S. Lafayette Ave. and W. Fifth St.

Akouri proposes to demolish the existing building and construct their approved project:

- 10-story, mixed-use building
- Ground floor retail
- 54 dwelling units
- 0 parking spaces.

The site is in the city's Central Business District (CBD) zoning district. Provisions in the city's zoning ordinance do not require off-street parking for the ground floor retail tenant space. However, 1.5 parking spaces are required for each dwelling unit in the CBD. The proposed mixed-use building does not provide any off-street parking spaces.

At their June 13, 2024, meeting, the Royal Oak Zoning Board of Appeals granted a variance to waive all 81 of the required parking spaces associated with 54 dwellings.

The city maintains nearby public parking spaces including those within the South Lafayette garage. Akouri is gaging the city commission's interest to enter into an agreement regarding use of the city's parking supply.

Akouri requests an agreement for:

- 15-year agreement
- Up to 81 monthly parking passes be reserved for purchase and utilized for the South Lafayette parking garage
- The reservation of monthly parking passes; not the designation of physical parking spaces.

Attached for review is their April 7, 2025, letter of request along with an attachment regarding their analysis of usage data.

The city's independent parking management company confirmed the following regarding the South Lafayette parking garage:

- 483 parking spaces designated within the garage
- 471 parking spaces currently in use
  (corner parking spaces unused due to high accident ratio & those for equipment storage)
- 435 monthly parking passes sold during July 2024
- 304 monthly parking passes sold during May 2025
- Average monthly ratio: 70% passes / 30% independent pay
- Estimated 35-45 of the monthly parking passes for residents that park overnight
- Not all monthly parking passes utilized at the same time of day or duration of the day

---

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$0.00**
AMOUNT CURRENTLY BUDGETED	**$0.00**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**N/A**
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact ☐Revenue impact (details below)
☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT: *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*
The purchase of parking passes would contribute to the parking system fund.

WORKLOAD IMPACT*: If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*
N/A

OPERATIONS IMPACT: *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*
N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.
N/A

COMMUNITY ENGAGEMENT

Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.
N/A

BOARD AND COMMISSION FEEDBACK

Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:
N/A

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

If the city commission wishes to entertain an agreement with Akouri, the following resolution is offered.

Whereas the Royal Oak City Commission received a request from Akouri Group of Royal Oak, LLC of West Bloomfield, Michigan that up to 81 monthly parking passes be reserved for purchase at the city's South Lafayette Parking Garage for a term of fifteen (15) years.

Be it resolved, the Royal Oak City Commission hereby directs the City Attorney to work with Akouri Group of Royal Oak, LLC to develop an agreement for consideration at a future meeting.

ATTACHMENT: 2025 04-07 Letter Request for Parking Agreement.pdf

DENNIS COWAN PC
ATTORNEY AT LAW

dennis@denniscowanpc.com
(248) 321-2820

April 7, 2025

City Commission
City of Royal Oak
203 S. Troy St.
Royal Oak, MI 48067

Re: Request for Parking Space Reservation Agreement
505 S. Lafayette

Dear Mayor Fournier and City Commissioners:

Our Firm and the undersigned represent Akouri Group of Royal Oak, LLC ("Akouri"), which is proposing to build a ten-story, multi-family project at 505 S. Lafayette. Due to the narrowness of the property, it was not possible for Akouri to provide on-site parking within the multi-family building. Due to these conditions and other evidence presented to the Zoning Board of Appeals, the ZBA granted a waiver of the 81 required on-site parking spaces. As part of the presentation, Akouri pledged to work with the City for a parking agreement to allow reservation of monthly parking passes.

In support of its variance request to the Zoning Board of Appeals, Akouri had a Parking Study conducted by Julie Kroll of Fleis & VandenBrink dated June 10, 2024, which is attached for your review. This Parking Study relied upon data from the past year provided by Park-Rite, which manages the City's parking decks, including the South Lafayette parking deck. The Parking Study stated the following notable conclusions:

1. The results of the analysis show that the South Lafayette Parking Garage has adequate capacity to accommodate the reduction in parking supply of 81 spaces to provide for reserved monthly parking passes for the proposed development at 505 S. Lafayette Avenue.

2. The South Lafayette Parking Garage will have adequate capacity for 352 days per year, with a few days (13) per year where the parking demand will exceed the available supply. This represents 3.5% of the days each year, with 96.4% of the time, there will be adequate capacity for all uses.

Clearly, there are sufficient spaces for the overwhelming majority of any year, which could be made available to tenants of the Akouri project. Consequently, Akouri is requesting the following terms and conditions in a Parking Agreement with the City:

A. Up to 81 monthly parking passes be reserved at the South Lafayette parking deck for Akouri project tenants.

B. Akouri will pay for the monthly passes needed upon occupancy of the building.

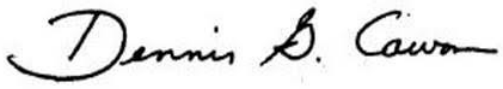
C. Akouri is not requesting for the reservation of any actual physical space in the South Lafayette parking deck.

D. The Agreement be for a term of fifteen (15) years, unless extended or modified by mutual agreement of the City and Akouri.

Akouri believes the Parking Agreement will achieve mutual objectives for both its project and the City. The tenants will have parking passes "reserved" for their usage at the South Lafayette parking deck. At the same time, the City will have monthly stream of revenue to meet maintenance and financial obligations in connection with the South Lafayette parking deck and the parking system.

We look forward to a dialogue with you at an upcoming City Commission meeting regarding this request. In the meantime, if you have any questions, please feel free to contact me.

Sincerely,



Dennis G. Cowan
dennis@denniscowanpc.com
(248) 321-2820

Attachment

cc: Joseph Gaioch
Tim Thwing
Niccolas Grochowski, Esq.
Joseph Murphy
James Akouri

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

MEMO

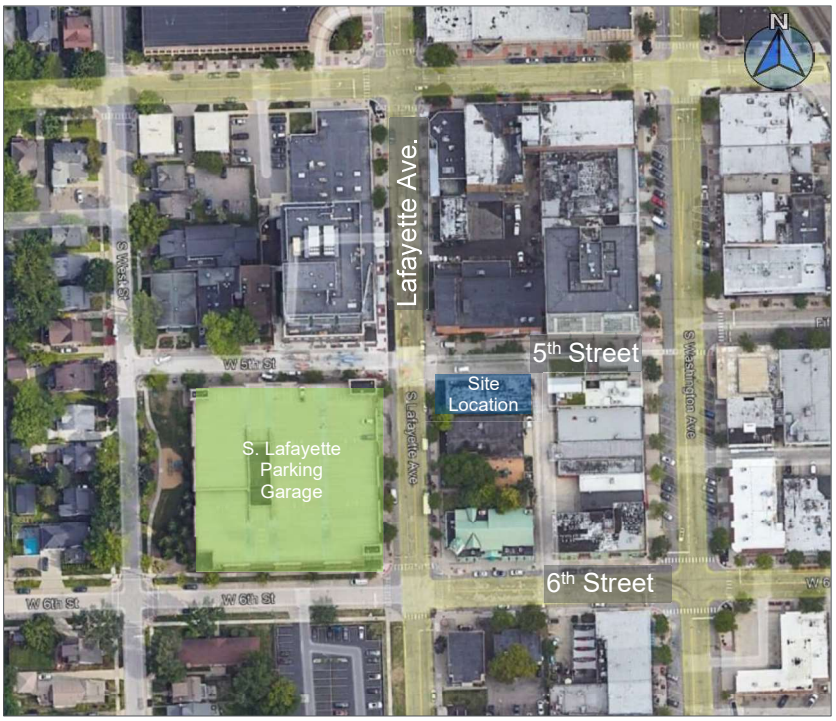
VIA EMAIL jim@AkouriGroup.com

To:	**Jim Akouri** **Akouri Group of Royal Oak, LLC**
From:	**Julie Kroll, PE, PTOE** **Mary Flanagan, EIT** **Fleis & VandenBrink**
Date:	**June 10, 2024**
Re:	**Proposed Residential Development** **505 S. Lafayette Ave, Royal Oak, Michigan** **Parking Study**

1 INTRODUCTION

This memorandum presents the results of the Parking Study for the proposed residential development project in the City of Royal Oak, Michigan. The project site is located at 505 S. Lafayette Avenue generally in the southeast quadrant of the 5th Street & Lafayette Avenue intersection, as shown in **Figure 1**. The proposed development plan does not include any onsite parking and has proposed to utilize the existing S. Lafayette Parking Garage to accommodate the parking requirements. The purpose of this study is to determine if there is adequate capacity in the S. Lafayette Parking Garage to accommodate the proposed use.

FIGURE 1: SITE LOCATION MAP



27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com

2 PARKING ANALYSIS

The proposed development plan was evaluated to determine if the proposed parking supply can accommodate the projected parking demand. A parking analysis is a two-step process:

- The first step is to calculate the projected parking *demand*. Parking demand calculations determine how much parking is generated by a use and how much parking is needed.
- The second step is to determine if the available parking supply is adequate to accommodate the projected parking demand; if the parking supply is not adequate, recommendations are to be provided to accommodate the projected parking demand.

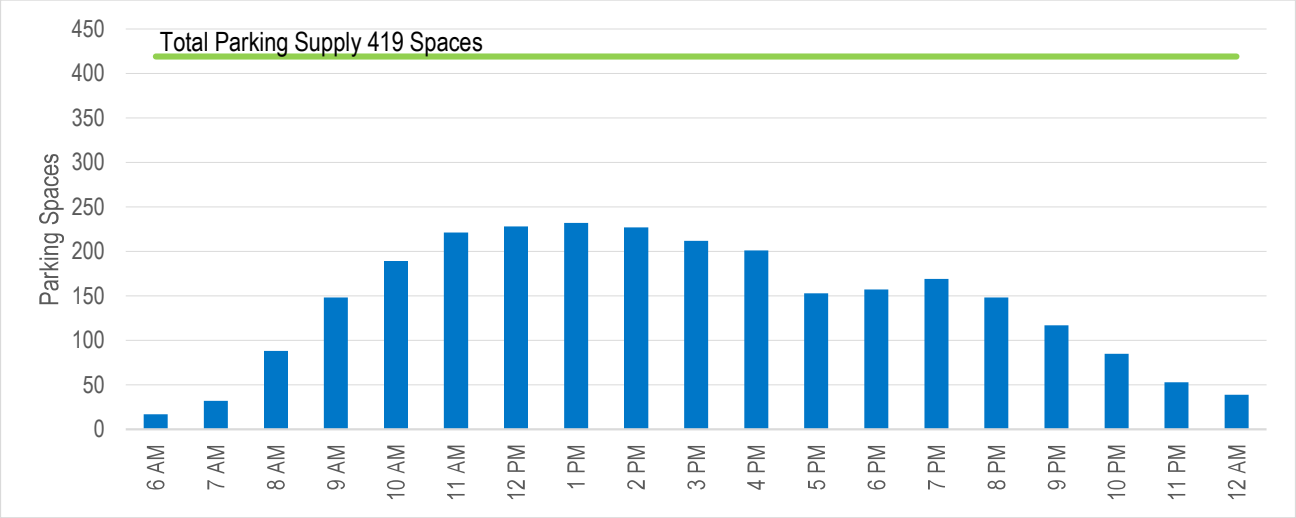
A typical parking lot is designed to accommodate 85-95% occupancy, depending on the proposed land use(s), layout, and parking management (self-parking, valet, etc.). This parking facility is actively managed and has the ability to operate at 100% capacity, since the operators know the utilization at any given time throughout the day. The parking garage provides 500 marked parking spaces; however, the parking management company can park up to a maximum capacity of 540 vehicles. The proposed development plan requires 81 parking spaces to accommodate the proposed residential development. These 81 spaces would be designated as reserved parking spaces for this use, and effectively reducing the capacity of the parking garage.

Table 1: S. Lafayette Parking Garage Parking Supply

Parking Garage Max Capacity (existing)	500 spaces
Reserved Parking (proposed)	81 spaces
Proposed Parking Supply	**419 spaces**

Parking occupancy data was provided by the parking management company for the S. Lafayette Parking Garage. The parking occupancy data was provided for a one (1) year period from May 1, 2023 - April 30, 2024. This data was used to calculate the existing average daily parking demand, as compared to the proposed parking supply with the reserved parking.

Exhibit 1: S. Lafayette Parking Garage Average Occupancy



The results of the analysis show that on an average daily basis the parking garage has adequate capacity to accommodate the proposed reserved parking spaces. The parking garage is expected to have a peak utilization on a daily basis of approximately 55%, with an average daily surplus of more than 185 spaces. Therefore, there is additional capacity in the parking garage to accommodate both the existing and proposed uses.

The existing parking demand was further evaluated to determine the frequency that the proposed parking supply would be exceeded. The results of the analysis are summarized below and show that over a typical year, the parking demand exceeds the available supply 13 days per year. The majority of the days occur in September, which correspondence to Labor Day weekend and the Arts, Beats and Eats Festival. It was noted in the data that the parking management company can park up to a maximum capacity of 540 vehicles, which was accommodated on the peak days that exceed the 500 spaces.

Table 2: S. Lafayette Parking Garage Parking Capacity

Month-Year	Days Exceeding 419 space capacity	Days Exceeding 500 space capacity
May-23	0	0
Jun-23	1	0
Jul-23	2	1
Aug-23	1	0
Sep-23	8	4
Oct-23	1	0
Nov-23	0	0
Dec-23	0	0
Jan-24	0	0
Feb-24	0	0
Mar-24	0	0
Apr-24	0	0
Total	**13**	**5**

3 CONCLUSIONS

The conclusions of this study are as follows:

- The results of the analysis show that the S. Lafayette Parking Garage has adequate capacity to accommodate the reduction in parking supply of 81 spaces to provide the reserved parking for the proposed development at 505 S. Lafayette Avenue.
- The parking garage provides 500 marked parking spaces; however, the parking management company can park up to a maximum capacity of 540 vehicles.
- The parking garage is expected to have a peak utilization on a daily basis of approximately 55%, with an average daily surplus of more than 185 spaces. Therefore, there is additional capacity in the parking garage to accommodate both the existing and proposed uses.
- The S. Lafayette Ave. Parking Garage will have adequate capacity for 352 days per year, with a few days (~13) per year where the parking demand will exceed the available supply. This represents 3.5% of the days each year, with 96.4% of the time, there will be adequate capacity for all uses. Additionally, the parking management company has the ability to increase the capacity for an additional 40 spaces to accommodate the peak demand days.

Questions related to this memorandum, study, analysis, and results should be addressed to Fleis & VandenBrink.



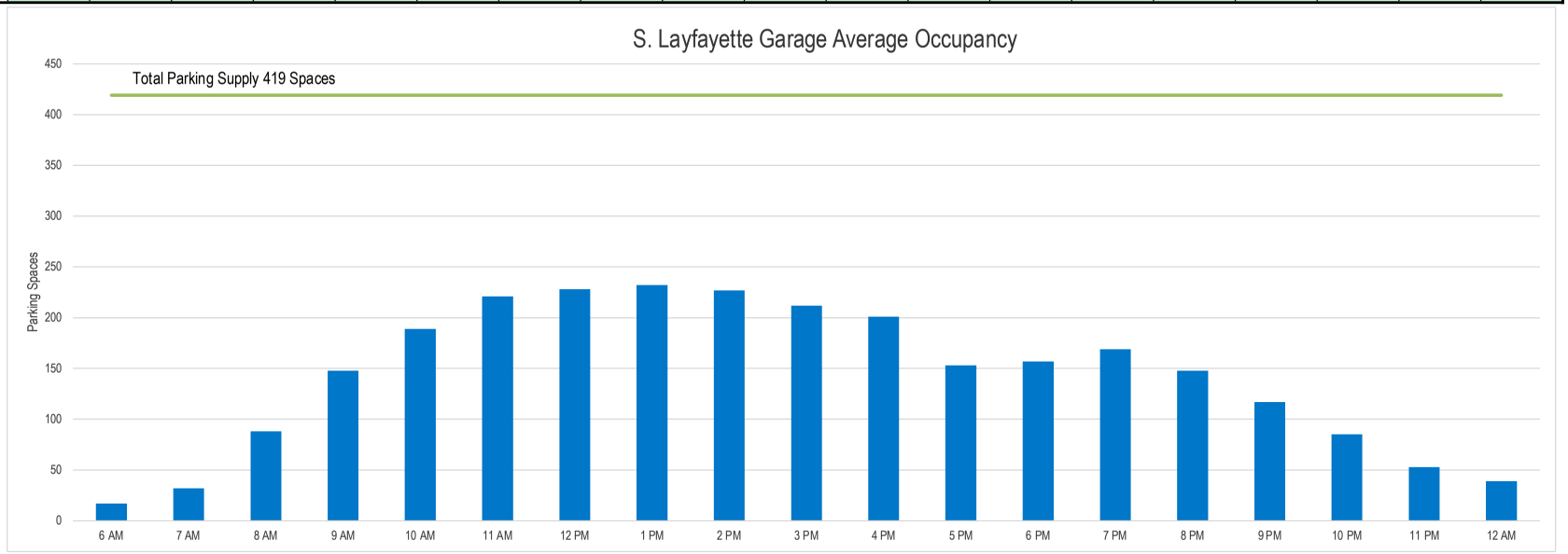
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

Julie M. Kroll
2024.06.10 17:18:53
-04'00'

Attachment: Parking Data Summary

From ITE Distributions

Parking Demand	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM
Parking Demand	17	32	88	148	189	221	228	232	227	212	201	153	157	169	148	117	85	53	39
Total Parking Supply	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*	*419*
Parking Surplus	402	387	331	271	230	198	191	187	192	207	218	266	262	250	271	302	334	366	380
Total Parking Percent Occupancy	**4%**	**8%**	**21%**	**35%**	**45%**	**53%**	**54%**	**55%**	**54%**	**51%**	**48%**	**37%**	**37%**	**40%**	**35%**	**28%**	**20%**	**13%**	**9%**



	Averages												
Time of Days	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	**Monthly Average**
00:00	36	40	67	31	75	41	33	31	18	28	30	32	**39**
00:30	31	36	63	28	70	38	29	26	16	25	26	29	**35**
01:00	26	32	59	23	65	33	26	22	15	20	22	25	**31**
01:30	21	28	55	18	59	28	21	17	12	17	18	21	**26**
02:00	14	22	48	12	53	21	15	12	10	12	13	16	**21**
02:30	12	19	45	9	50	17	13	8	8	10	11	14	**18**
03:00	11	18	44	8	48	16	12	7	7	10	10	13	**17**
03:30	11	17	44	8	47	16	12	7	7	9	10	13	**17**
04:00	11	16	44	7	47	16	12	6	7	9	10	12	**16**
04:30	11	16	44	7	48	16	12	6	7	8	10	12	**16**
05:00	10	16	44	7	48	15	11	6	6	8	9	12	**16**
05:30	10	16	44	8	48	15	11	5	6	7	9	11	**16**
06:00	11	17	45	9	49	17	12	6	6	8	10	12	**17**
06:30	14	22	48	13	53	21	16	9	9	12	14	17	**21**
07:00	22	32	54	22	67	35	32	21	20	25	25	30	**32**
07:30	43	55	71	46	96	65	61	42	45	60	51	63	**58**
08:00	73	84	84	76	130	100	93	68	75	92	80	98	**88**
08:30	103	111	104	108	169	135	127	92	104	122	107	130	**118**
09:00	132	139	128	139	208	168	156	116	135	155	138	165	**148**
09:30	151	167	154	167	238	194	179	136	163	181	165	188	**174**
10:00	166	186	169	185	254	211	192	151	178	195	179	201	**189**
10:30	187	209	191	208	274	233	213	175	202	220	203	223	**212**
11:00	198	218	200	218	288	237	221	184	211	230	213	229	**221**
11:30	212	231	210	232	304	248	229	196	221	240	225	238	**232**
12:00	208	229	208	226	303	241	223	196	219	237	218	230	**228**
12:30	211	233	213	232	302	246	228	196	216	239	219	234	**231**
13:00	210	240	216	230	301	247	231	198	215	238	217	235	**232**
13:30	210	249	223	232	303	250	234	201	216	240	217	241	**235**
14:00	205	245	221	227	276	243	227	196	211	233	211	228	**227**
14:30	200	243	218	224	268	233	219	193	207	228	209	225	**222**
15:00	191	234	211	216	261	219	206	182	197	214	199	211	**212**
15:30	188	232	207	210	254	213	208	182	190	211	194	205	**208**
16:00	183	228	198	204	246	202	197	175	183	205	189	201	**201**
16:30	172	201	180	192	227	183	185	162	170	190	179	189	**186**
17:00	143	168	157	161	198	147	148	139	133	148	144	147	**153**
17:30	141	169	157	157	199	148	148	139	121	144	147	148	**152**
18:00	148	175	162	162	205	157	149	144	116	151	154	155	**157**
18:30	168	192	179	176	219	182	165	158	125	167	177	172	**173**
19:00	162	191	175	167	222	184	158	152	114	161	171	169	**169**
19:30	156	198	170	159	229	182	157	145	109	163	168	170	**167**
20:00	138	180	153	139	217	161	136	127	90	140	149	146	**148**
20:30	124	163	137	124	210	146	124	113	80	121	133	128	**134**
21:00	109	140	122	104	200	133	107	96	70	104	111	112	**117**
21:30	91	122	103	89	190	121	92	74	59	89	95	96	**102**
22:00	75	108	83	70	179	107	71	58	45	72	73	82	**85**
22:30	64	78	74	57	139	77	50	47	36	65	62	62	**68**
23:00	52	58	68	46	115	54	42	39	29	42	43	42	**53**
23:30	42	51	64	40	100	46	36	35	22	33	34	35	**45**

Maxes

Time of Days	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	**Max**
00:00	275	159	331	165	372	154	185	93	68	112	86	132	**372**
00:30	232	154	324	144	369	151	129	75	69	96	77	128	**369**
01:00	181	134	320	122	354	132	82	69	67	75	62	118	**354**
01:30	123	125	312	86	340	103	63	50	50	61	52	99	**340**
02:00	70	107	290	70	316	63	41	38	36	32	45	85	**316**
02:30	47	102	276	53	294	51	34	25	25	29	45	82	**294**
03:00	41	97	276	49	286	48	31	26	23	26	36	81	**286**
03:30	38	95	274	48	278	47	31	24	20	24	30	79	**278**
04:00	36	89	274	48	271	48	31	23	20	24	27	80	**274**
04:30	35	89	274	48	268	46	31	23	19	24	26	79	**274**
05:00	33	89	274	48	268	46	31	23	19	24	24	78	**274**
05:30	34	89	274	49	270	45	28	22	19	24	24	78	**274**
06:00	32	89	273	48	271	45	28	22	19	23	24	78	**273**
06:30	31	91	273	50	272	45	31	22	19	23	25	78	**273**
07:00	46	105	274	66	272	73	57	45	50	48	57	80	**274**
07:30	88	141	282	138	277	124	110	91	110	131	110	124	**282**
08:00	133	164	293	187	286	160	175	129	157	169	153	167	**293**
08:30	194	195	277	249	302	208	236	184	201	205	180	200	**302**
09:00	260	232	305	287	338	263	265	238	246	246	229	239	**338**
09:30	298	270	332	323	402	292	286	266	266	273	264	264	**402**
10:00	300	297	357	350	415	310	305	286	284	285	280	283	**415**
10:30	302	309	385	381	426	339	319	324	310	310	301	300	**426**
11:00	310	328	389	386	463	341	328	339	322	327	313	312	**463**
11:30	316	337	405	399	514	349	337	345	343	324	339	327	**514**
12:00	310	334	413	403	524	346	338	346	328	320	324	322	**524**
12:30	325	336	424	409	513	367	359	337	328	321	314	328	**513**
13:00	327	336	427	409	527	360	365	333	321	319	323	335	**527**
13:30	326	346	430	404	531	362	367	339	312	316	323	333	**531**
14:00	323	342	426	393	529	356	364	343	301	310	317	320	**529**
14:30	326	355	429	400	531	350	334	342	307	310	319	333	**531**
15:00	293	351	410	396	528	335	315	338	296	283	268	341	**528**
15:30	285	397	396	390	520	314	314	343	286	280	262	323	**520**
16:00	285	415	390	396	525	297	363	303	284	261	257	342	**525**
16:30	271	325	368	374	536	265	357	271	272	240	263	349	**536**
17:00	228	232	328	340	530	216	295	248	244	208	269	276	**530**
17:30	237	271	332	380	538	225	306	272	277	244	313	243	**538**
18:00	291	326	374	438	538	290	300	297	315	296	356	292	**538**
18:30	342	399	418	421	529	366	315	365	350	318	376	329	**529**
19:00	347	422	495	401	540	424	297	379	331	335	378	346	**540**
19:30	353	443	501	408	526	428	337	374	325	396	380	380	**526**
20:00	377	440	494	413	527	411	323	378	294	405	359	361	**527**
20:30	402	415	481	394	524	395	318	370	273	394	345	318	**524**
21:00	414	334	473	352	515	380	299	307	263	366	337	316	**515**
21:30	409	330	438	352	512	348	294	232	254	361	327	301	**512**
22:00	391	292	410	334	507	322	257	218	222	357	304	278	**507**
22:30	380	228	413	286	503	255	222	196	156	314	275	220	**503**
23:00	340	199	388	232	503	178	224	168	84	161	188	182	**503**
23:30	305	199	348	196	502	168	212	134	65	132	101	142	**502**

Royal Oak
Life Now Playing

CITY COMMISSION AGENDA ITEM

TITLE	**Approval of Parking Equipment Purchase, Services, and Technology Licensing Agreement**
SUBMITTING DEPARTMENT	**City Attorney**
PRESENTER	**Niccolas Grochowski**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☐Yes ☒ No**

EXECUTIVE SUMMARY

City staff, the Parking System Steering Committee, and the Downtown Development Authority are jointly recommending that the City Commission approve a new agreement with Flowbird and ParkMobile for the City's parking pay stations and mobile application. This recommendation follows a robust, inclusive selection process and delivers a modern, customer-focused, and cost-effective parking system that meets Royal Oak's goals of accessibility, efficiency, and long-term sustainability.

The City anticipates installing approximately 150 Flowbird pay stations throughout both on-street and off-street parking locations. In accordance with the RFP, the contractor will conduct a walkthrough with City staff to finalize the locations and confirm the total number of installations. Each pay station carries an annual service fee of $696. The implementation of the ParkMobile app requires no upfront investment from the City. Instead, users will pay a $0.35 transaction fee, which is reduced to $0.20 when using the ParkMobile Wallet—an experience similar to the City's current concierge feature.

Notably, Flowbird and ParkMobile recently merged under a global company called Arrive, which operates in more than ninety countries and twenty thousand cities. This merger strengthens their combined capabilities by integrating digital tools with hardware solutions to support flexible and scalable urban mobility. The merger further supports our recommendation to proceed with these vendors, providing a stable and unified platform for the future.

To protect the City's interests, the City Attorney has led an extensive and carefully negotiated agreement with both vendors. This work included outside legal counsel with expertise in contracts and parking systems. The result is a contract that ensures the City retains full ownership and control of the parking system and equipment. There will be no revenue sharing with the vendors. All costs to the City are fixed in the agreement, which is expected to deliver substantial cost savings and help restore the parking fund balance over time. The City Attorney's Office is confident this agreement represents a major improvement over the City's previous arrangement and strongly believes it protects the City's legal and financial interests.

As the City Commission is aware, the City successfully negotiated an early termination of its contract for paid parking services with Municipal Parking Services (MPS). Following this development, the City undertook a comprehensive and inclusive process to select new vendors to redesign and rebrand our entire parking system.

To guide this process, the City established a Parking System Steering Committee. This committee included representatives from the City Commission, the Downtown Development Authority, and City staff. The committee met multiple times to provide perspective and direction on selecting a new and forward-looking parking system for Royal Oak. Reflecting a shared priority of transparency and accessibility, the committee facilitated a detailed evaluation and public engagement process.

To support this critical initiative, the City retained Dixon Resources Unlimited, a consulting firm with specialized expertise in municipal parking systems. Dixon played a key role in analyzing the City's parking needs and advising the Steering Committee. Based on their work, Dixon developed a formal and extensively detailed request for proposals for new parking pay stations and mobile payment applications.

After reviewing the proposals, the City narrowed its options and hosted two well-attended public open houses in April 2025. Feedback from the public, combined with input from the Steering Committee and the Downtown Development Authority, led to a strong recommendation to adopt Flowbird multispace kiosks and the ParkMobile mobile application. These selections align with the City's core goals of improving customer service, expanding accessibility, and promoting energy efficiency. I have attached a presentation prepared by Dixon Resources outlining this process.

Flowbird kiosks were favored by the public, committee members, and staff due to their ease of use, highly readable screens, and solar-powered functionality. These kiosks are already used in nearby cities including Detroit, Birmingham, and Ferndale, providing consistency and a familiar experience for residents and visitors throughout the region.

The ParkMobile mobile application also received very strong support. It is a widely adopted, user-friendly platform that meets current public expectations. ParkMobile offers convenient features including mobile wallet integration, the ability to register multiple vehicles, and license plate-based payments. Together, these technologies will modernize our parking infrastructure while significantly enhancing the experience for residents, businesses, and visitors.

Next Steps:

- Staff recommends the City Commission approve of the agreement and authorize execution.
- Public outreach and education will begin immediately after approval.
- Future recommendations for enforcement, garage systems, and parking system operator contracts will follow.

These collective changes will modernize the City's parking system, improve the user experience, and rebuild public trust. The result will be a parking system that is accessible, easy to use, customer focused and aligned with the values and needs of our community.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**$888,672,000**
AMOUNT CURRENTLY BUDGETED	**$1,000,000**
BUDGET AMENDMENT REQUIRED	**N/A**
FUNDING SOURCE/ GL NUMBER	**516-570-970; 247-901-970**
WAS THIS A BUDGETED EXPENSE?	**☒ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact ☒Revenue impact (details below)
☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT:
For FYE26, the City proactively planned for revenue impacts related to the transition away from the previous parking system. The former model relied heavily on rigid, automated enforcement tied directly to its technology platform. Beginning in January, the new system will shift the emphasis toward enhancing the customer experience—particularly in support of downtown businesses. This represents a philosophical and operational shift in the City's parking revenue model: from one centered on compliance to one grounded in service and accessibility.

WORKLOAD IMPACT*:*
The parking system transition will require targeted staff training, enhanced customer service capacity, and dedicated communications support to ensure a smooth and effective implementation. In the long term, the Police Department anticipates a reduction in parking-related calls as enforcement officers return to on-street patrols—shifting their role to that of visible ambassadors for our downtown and its businesses.

OPERATIONS IMPACT:
Annual maintenance and capital reserves should be incorporated into the parking budget process moving forward.

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This transition aligns with Royal Oak's strategic plan by advancing goals related to vibrant downtowns, exceptional service delivery, and community trust. By shifting from a compliance-driven parking model to a customer-focused system, the City is prioritizing accessibility, user experience, and business support—key components of a thriving, inclusive downtown. The emphasis on staff visibility, service orientation, and proactive communication also reflects the City's broader commitment to transparent governance and responsive public service.

COMMUNITY ENGAGEMENT

The City's parking steering committee hosted user feedback sessions at the Senior Center and the Farmers Market. The DDA Board also unanimously approved of the recommendation during their June meeting.

BOARD AND COMMISSION FEEDBACK

A parking committee comprised of City Commission, DDA, and Staff were engaged throughout the process.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the Royal Oak City Commission hereby approves the Parking Equipment Purchase, Services, and Technology Licensing Agreement with Flowbird America and ParkMobile and authorizes the Mayor and City Clerk to execute the Agreement on behalf of the City.

ATTACHMENTS:
1-Parking Recommendation Presentation
2-Parking Equipment Purchase, Services, and Technology Licensing Agreement (with attachments)

Royal Oak
Parking Steering Committee Meeting
Paid Parking Vendor Selection

DIXON
Resources Unlimited

Proposals Received

Proposers could bid on pay-by-plate pay stations and/or a mobile parking payment system. The RFP states that the City is seeking the best solution for each technology individually.

Unified Parking System		
Prime Contractor	**Pay-by-Plate Pay Stations**	**Mobile Parking Payment System**
MacKay	MacKay	PaybyPhone
ParkMobile	Flowbird	ParkMobile
Premium Parking	Blinkay	Premium Parking
Premium Parking	T2	Premium Parking
Traffic and Safety	T2	Passport Parking

Single-System Bid (Mobile Parking Payment Only)
Passport Parking

Minimum Qualifications to Bid

Pay-by-Plate Pay Stations	Mobile Parking Payment System
10 active US clients with a minimum of 50 pay stations	10 active clients in the US
Legally operated in the US for at least 5 years	Legally operated in the US for at least 5 years

T2 (Premium Parking) was disqualified for not providing a response to the Pay-by-Plate Pay Stations minimum qualifications.

Initial Working Group Evaluation

Evaluation Criteria
Company experience and qualifications
Proposal and response to vendor questions
Ability to meet the scope of work (TCM)
Proposed team qualification

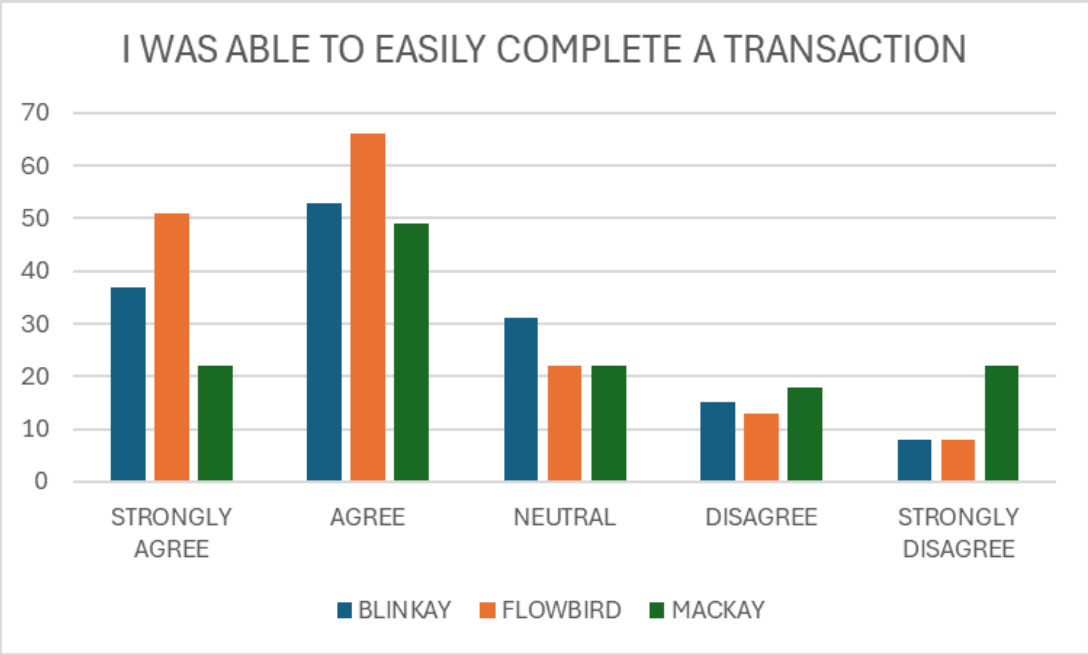
Pay-by-Plate Pay Station Proposers shortlisted for the interview and the open houses

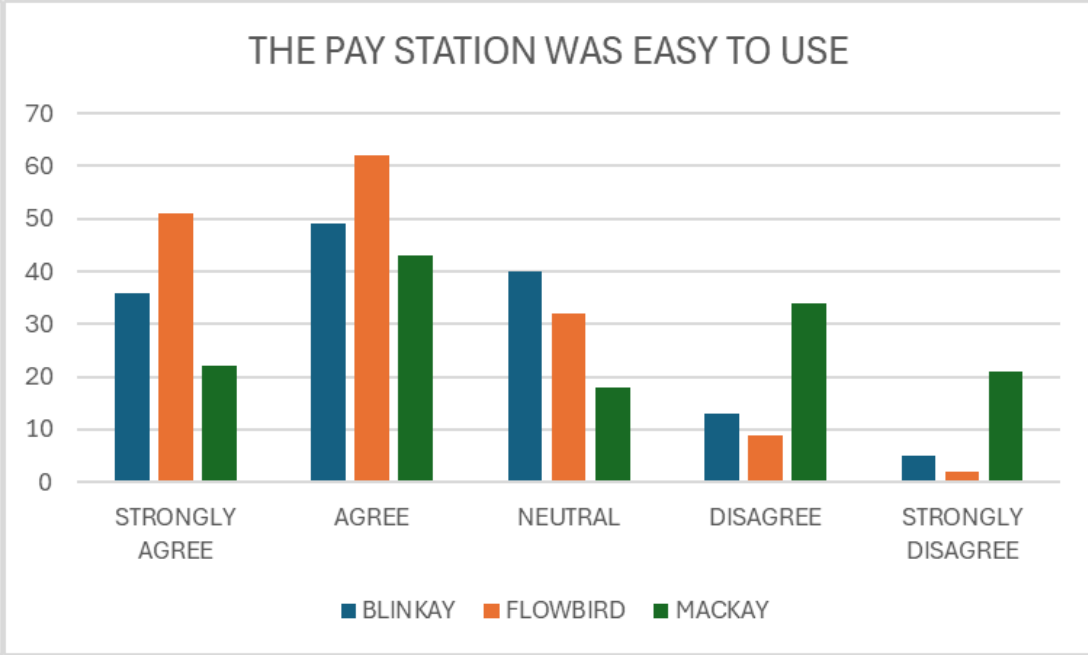
- **MacKay**
- **Blinkay (Premium Parking)**
- **Flowbird (ParkMobile)**

T2 (Traffic and Safety) was not shortlisted based upon their significantly higher pricing than the other Proposers.

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Open House Feedback





Open House Feedback

Flowbird

- Likes for the large screen
- Likes for the text receipt
- Is the screen readable in the sunlight?
- Easy to use
- Clear instructions
- No “back” button
- Like that you can extend time if you use text receipt
- Make sure instructions at the top are for RO

Blinkay

- Likes large screen
- Confusion on receipts
- Liked better than the MacKay but not as much as Flowbird
- Liked the solar panel (note: all had solar)
- Liked the colors on the screen the best
- Wanted more receipt options
- Too many steps

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Best and Final Offer (BAFO) Pay Stations

	ParkMobile/Flowbird		Blinkay	
	Original Bid	BAFO	Original Bid	BAFO
Hardware, shipping, installation*	$596,780.00	$593,423.00	$640,000.00	$650,000.00
Ongoing annual fees*	$73,200.00	$69,600.00	$54,000.00	$54,000.00
Annual extended warranty**	$32,828.44	$32,828.44	$42,000.00	$42,000.00
Per receipt by text (optional)***	$0.05	$0.04	n/a	n/a
Per session extension**** (optional) *PAID BY END USER*	$0.35	$0.25	n/a	n/a
Year 1 Total	$670,162.50	$663,169.00	$694,00.00	$704,000.00
3 Year Total	$882,584.38	$868,378.88	$886,000.00	$896,000.00

* Assumes 100 pay stations

** Extended warranty is optional

*** Estimated pricing based on 10 receipts per day – City will be billed for actuals per month

**** $0.25 fee passed to the end-user, based on estimated 10 extensions per day

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Mobile Payment

	ParkMobile	Passport	Premium Parking	PaybyPhone
Per transaction fee* *PAID BY END-USER*	$0.35	$0.20	$0.35	$0.35
Per payment extension** *PAID BY END USER*	$0.35	$0.20	$0.35	$0.15
Per payment through pre-funded wallet***	$0.20	n/a	n/a	n/a
Annual hosting fee	included	included	$14,250.00	included
Set-up fee (one-time)	Included	Included	included	$1,500.00
Training	Included	$1,200.00	Included	included
Year 1 Total	**$43,470.00**	**$28,800.00**	**$62,550.00**	**$42,900.00**
3 Year Total	**$138,690.00**	**$82,800.00**	**$159,150.00**	**$125,700.00**

* Assumes 300 transactions per day

** Assumes 100 extensions per day

*** Assumes 10% of total transactions

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Final Evaluation

Pay-by-Plate Pay Station Criteria
References
Pricing
Interview & demonstration
Open houses

Mobile Parking Payment System Criteria
Company experience and qualifications
Proposal and response to vendor questions
Ability to meet the scope of work (TCM)
Proposed team qualification
References
Pricing

Steering Committee Recommendation

Pay-by-Plate Pay Stations	Flowbird
Mobile Parking Payment System	ParkMobile

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PARKING EQUIPMENT PURCHASE, SERVICES, AND TECHNOLOGY LICENSING AGREEMENT

This Parking Equipment Purchase, Services, and Technology Licensing Agreement (the "Agreement") is entered into effective July 14, 2025, by and between Flowbird America, Inc. ("Flowbird"), a Delaware corporation, with its principal place of business located at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057, ParkMobile, LLC ("ParkMobile"), a Delaware limited liability company, with its principal place of business located at 1075 Peachtree St. NE, Suite 3100, Atlanta, GA 30309, and the City of Royal Oak, Michigan (the "City"). Flowbird and ParkMobile shall be referred to collectively herein as "Seller". Seller and the City may individually be referred to herein as a "Party", and collectively as the "Parties."

Recitals

WHEREAS, on or about February 28, 2025, the City issued its Request for Proposal for Paid Parking with Project ID: RFP-RO-2025-020 (the "RFP"), a copy of which is attached as **Exhibit A** to this Agreement;

WHEREAS, the RFP sought bids and proposals for a Pay By Plate Pay Station ("PPPS") solution and a Mobile Parking Payment System ("MPPS") solution, as described in, and subject to compliance with, the Scope of Services attached as **Exhibit B**;

WHEREAS, the PPPS solution set forth in the RFP and Scope of Services included a Pay Station Management System ("PSMS") solution, as described in, and subject to compliance with, the Scope of Services attached as **Exhibit B**;

WHEREAS, the Seller submitted its proposal to the City in response to the RFP ("Seller's Proposal"), a copy of which is attached as **Exhibit C** to this Agreement;

WHEREAS, the City notified Seller that it was the successful bidder in response to the RFP and that Seller's Proposal had been accepted by the City subject to the terms of the RFP and the Parties memorializing their agreement in writing;

WHEREAS, ParkMobile and Flowbird are under common ownership under the collective brand name of Arrive;

WHEREAS, ParkMobile shall provide MPPS services and Flowbird shall provide PPPS services and equipment pursuant to the terms of this Agreement ; and

NOW THEREFORE, for the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

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AGREEMENT

1. **Sale and Purchase of Parking Equipment**.

   a. **PPPS Equipment and MPPS Services**. Seller agrees to sell and the City agrees to purchase the PPPS parking equipment (the "PPPS Equipment") identified in the Purchase Order attached as **Exhibit D** to this Agreement. The Purchase Order shall be deemed to have been issued by the City, and accepted by Seller, on the effective date of this Agreement. The Parties agree that the Purchase Order shall be governed solely by the terms and conditions of this Agreement.

   b. **MPPS Services**. Seller agrees to provide and perform MPPS parking services together with the PPPS Equipment (the "MPPS Services"). The MPPS Services shall include the MPPS parking services described in the Scope of Work attached as Exhibit B, including, but not limited to, Seller's "On Demand Parking Services." In exchange for the MPPS Services, the City agrees that Seller shall be paid the MPPS Fees set forth in Section 2(b) below. Where appropriate in this Agreement, the PPPS Equipment and MPPS Services shall be referred to collectively as the "Parking Equipment".

   c. **City's Option to Purchase Additional PPPS Equipment**. The Parties agree that for a period of one year from the date of this Agreement, the City may elect, at its sole option and in its sole discretion, to purchase additional PPPS Equipment from the Seller at the "Per Unit Cost" of $6,151.98 as set forth in Section 2(a) of this Agreement (the "Additional PPPS Equipment"). In the event the City elects to purchase any Additional PPPS Equipment, it shall be reflected in a purchase order issued by the City to Seller. Any Additional PPPS Equipment purchased by the City shall be subject to the terms of this Agreement as if the Additional PPPS Equipment were originally included within the definition of the PPPS Equipment. Seller agrees to provide MPPS Services for any Additional PPPS Equipment in accordance with the terms of this Agreement.

2. **Purchase Price and Payment**.

   a. **PPPS Equipment**. Seller agrees to accept, and City agrees to pay, $888,672.00 as full and final payment for the PPPS Equipment, including costs of delivery to the City (the "PPPS Purchase Price"), which has been calculated as set forth in the table below:

PPPS Equipment	Per Unit Cost	150 Units Total
New Pay Station, with alphanumeric keyboard, solar power, EMV compliant, including one year warranty	$5,401.00	$810,150.00
NFC Card Reader (Contactless Payment) - Per Unit	$225.00	$33,750.00

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Coin box - Per Unit (assumes purchase of 30% of total order in spares, ie qty 45)	$325.00	$14,625.00
Shipping - Per Unit	$1.00	$150.00
Installation - Per Unit	$199.98	$29,997.00
Total	$6,151.98	$888,672.00

The PPPS Purchase Price shall be paid by check or wire transfer, at the City's option, within thirty (30) days of receipt of Seller's invoice for the PPPS Equipment.

In addition to the above, the following transaction fees for the PPPS services shall be as follows:

i. For receipts sent to Seller Users by text, Seller shall charge the City $0.04 per transaction.
ii. For extending the time of a parking section by text to Seller Users, Seller shall charge the City $0.25 per transaction.
iii. For validation/discount codes solution, Seller shall charge the City $3.00 per pay station, per month.
iv. For maintenance ticket tracking system via zendesk (up to 5 users), Seller shall charge the City $875.00 per month.

Transaction Fees	**Per Transaction unless indicated otherwise**	**150 Units Total per Year**
Validation / Discount Code solution	$3 per month / per pay station	$450
Receipt by Text	$0.04	N/A
Extend by Text	$0.25	N/A
Maintenance Tracking system via Zendesk	$875 per month (up to 5 users)	N/A

b. **MPPS Services**. The Parties agree that ParkMobile shall be designated at the merchant of record ("MOR") for the MPPS Services. The City agrees to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service. Transaction fees for the MPPS Services shall be in the following amounts and paid as follows (the "MPPS Fees"):

i. For payments not using the ParkMobile Wallet, ParkMobile shall charge Seller Users $0.35 per transaction; and

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ii. For payments made using the ParkMobile Wallet, ParkMobile shall charge Seller Users $0.20 per transaction;

"Seller Users" shall mean motorists using the PPPS Equipment and/or MPPS Services. The MPPS Fees shall be fixed for the term of this Agreement and any extensions. The MPPS Fees may only be modified by the mutual agreement of the Parties in writing. On or before the 15th day of each month, Seller will pay to the City all parking fees Seller received during the preceding month from Seller Users on behalf of City as a direct result of this Agreement, less any amounts owed to Seller. Financial documents related to the MPPS Services and the MPPS Fees will be sent to City by ParkMobile.

3. **Title and Ownership of PPPS Equipment**. Upon the City's full and final payment of the PPPS Purchase Price to Seller for PPPS Equipment, the City shall have full title and ownership of the PPPS Equipment, which is and shall remain the personal property of City both during and after the term of this Agreement. Thereafter, Seller shall not cause or permit any levy, lien, security interest, or other legal process to be recorded against or attached to the PPPS Equipment.

4. **Delivery of the Parking Equipment**. Seller shall be responsible for shipping the PPPS Equipment to the City. The PPPS Equipment shall be shipped to the City FOB destination, with Seller bearing the risk and liability of loss, damage, or delay in shipment until delivery. The PPPS Equipment shall be delivered to an address designated by the City in its sole discretion. Delivery of the PPPS Equipment shall be completed on a date mutually agreed to by the Parties within thirty (30) days of the effective date of this Agreement. Seller agrees to test all PPPS Equipment prior to delivery to the City to ensure it functions properly and in accordance with the terms of this Agreement, including, but not limited to, the Scope of Services attached as **Exhibit B**. The City shall have thirty (30) days from receipt of the PPPS Equipment to notify Seller of any defects.

5. **Installation of Parking Equipment**. The PPPS Equipment shall be installed by the Seller at its sole expense, at locations selected by the City in its sole discretion and reviewed by the Seller during the walk-through, and in accordance with the Scope of Services attached as **Exhibit B**, including, without limitation, its Sections 1.15. The City shall be responsible for (a) a storage location within the City limits for PPPS Equipment delivery and provide Seller reasonable access to the facility Monday through Friday during business hours; (b) removing any existing pay station or meter infrastructure prior the installation by the Seller; (c) permit(s) obtainment if applicable; and (d) preparing each site for installation prior to Seller commencing installation, including any concrete remediation. Seller shall not remove, reinstall or relocate the PPPS Equipment. Without limiting Seller's responsibilities for installation set forth in the Scope of Services, Seller shall do all of the following:

a. Provide one in-person, onsite walk-through where the Seller's Project Manager and a City representative will review each installation site, and Seller

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shall issue a report listing the details (address, GPS coordinates, etc.) and status of each location with two weeks of the site visit for the City's review and approval;

b. Provide all personnel, tools, equipment, unpacking, assembly, programming, and other goods and services required for installation of the PPPS Equipment;

c. Provide transportation of the PPPS Equipment between the storage facility and the installation locations;

d. Thoroughly test the PPPS Equipment and provide documentation to the City of the successful installation and confirmation that all PPPS Equipment is operating to specification.

6. **Project Manager**. Seller shall appoint a project manager to assist the City in the planning, implementation, delivery, and installation of the Parking Equipment (the "Project Manager") as set forth in the Scope of Services attached as **Exhibit B**. The Project Manager shall act as Seller's agent in connection with the planning, implementation, delivery, and installation of the Parking Equipment and shall (a) be experienced in the Seller's products and parking operations; (b) be able to provide guidance and suggestions to the City on best practices in connection with the implementation, installation, and operation of the Parking Equipment; and (c) provide a design review process for customizable and configurable portions of the Parking Equipment, subject to the City's approval prior to production of the same. The Project Manager's responsibilities to the City shall include, without limitation:

a. Oversight for the delivery of the PPPS Equipment to the City;

b. Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the PPPS Equipment during its installation;

c. Coordinating efforts with the City and any subcontractors in connection with the planning, implementation, delivery, and installation of the PPPS Equipment;

d. Being available as required by the City for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues; and

e. Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the PPPS Equipment.

7. **Parking Equipment Training**.

a. **Initial Training**. Seller shall prepare and provide the City with a training plan concerning the PPPS Equipment and MPPS Services which complies with the

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requirements of the Scope of Services attached as **Exhibit B**, including, but not limited to its Sections 1.13 and 2.5. Seller shall perform the training in accordance with the training plan and the Scope of Services attached as **Exhibit B** at times and locations mutually agreed to by the City and Seller (the "Initial Training").

b. **Additional Training.** At the City's written request, Seller shall perform additional training concerning the PPPS Equipment and/or MPPS Services on dates, and at times and locations, directed by the City in its sole discretion at times mutually agreed by the parties (the "Additional Training"). The City shall provide Seller at least thirty (30) days' written notice of the request for Additional Training prior to the date of the Additional Training. For each day of Additional Training requested by the City and performed by Seller in accordance with this subsection, the City shall pay Seller a flat daily rate of $1160.00+ travel if applicable. The City shall reimburse Seller for travel expenses actually incurred by Seller to transport Seller's personnel to perform the Additional Training subject to, and expressly conditioned upon, the City's prior written approval of the travel expense.

8. **License of Technology**.

a. **Definitions**. As used in this Section and elsewhere in the Agreement, the following definitions shall apply:

i. "Authorized Users" shall mean the City's employees, agents, and independent contractors responsible for the maintenance, use, operation, or control of the PPPS Equipment or MPPS Services.

ii. "Technology" shall mean any software, computing program, or intellectual property necessary to use, operate, or control the PPPS Equipment .

b. **Grant of Limited License**. Subject to and conditioned on the City's and its authorized users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and the City's payment of fees, Seller grants City a limited, nonexclusive and non-transferable license, without right of sublicense, during the term of this Agreement to use, access, and display the Technology, as defined herein, on the PPPS Equipment and to use, operate, or control the MPPS Services within the United States for City's parking locations during the Term and to permit Authorized Users to use the Technology, subject to the terms and conditions of this Agreement (the "Limited License").

c. **Delivery of Technology**. The Technology necessary to use, operate, or control the PPPS Equipment shall be installed on the PPPS Equipment prior to delivery to the City and for the term of this Agreement. Seller shall provide the City with any software, credentials, or information necessary for the City and its

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representatives to use, operate, or control the MPPS Services within thirty (30) days of the Effective Date of this Agreement.

d. **PPPS License Fee**. Conditioned upon Seller's complete performance of the terms of this Section 8, the City shall pay Seller the following annual licensing fees (the "PPPS License Fee"):

System Fees	Per Unit Per Year	150 Units Total per Year
Pay Station fee (including software, communications, management system)	$624	$93,600
Credit Card Processing / PCI Gateway Fee (per transaction or per pay station)	$72	$10,800

The PPPS License Fee shall be fixed during the term of this Agreement and any extensions, and may only be modified by the mutual agreement of the Parties in writing. The twelve-month period for first annual PPPS License Fee shall commence for each pay station upon Seller's completion of installation of the PPPS Equipment. Seller shall issue the first invoice for payment of the annual PPPS License Fee to the City within thirty (30) days of completion of the installation of the PPPS Equipment, which shall be due and payable by the City to Seller within thirty (30) days. On each anniversary of the completion of the installation of the PPPS Equipment during the term of this Agreement, Seller shall issue an annual invoice to City for the PPPS License Fee. Such invoices shall be due and payable by the City within thirty (30) days of the date of the invoice.

e. **Restrictions on Use**. City shall not, and may not permit others to, do any of the following: (1) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Technology, the Application or the Platform; (2) modify, translate, adapt, alter, or create derivative works from the Technology, the Application or the Platform; or (3) copy, sell, rent, or lease the Technology, the Application or the Platform. "Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Seller and that are made available to the general public and that facilitates the payment of parking transactions. "Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Seller that are made available to City to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's parking locations.

f. **Ownership; Use Restrictions**.

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City agrees that only Authorized Users shall be permitted access to the Technology and the Platform. Other than as expressly set forth in this Agreement, no license or intellectual property rights owned or licensed by Seller are granted to City, and all such rights are hereby expressly reserved.

City Data. City Data remains the sole and exclusive property of City. City grants Seller a perpetual, irrevocable, royalty-free license to use City Data in connection with the MPPS Services. "City Data" means any non-public data specific to City's operation that is provided by City to Seller for the MPPS Services.

Seller User Data. Seller User Data remains the sole and exclusive property of Seller. "Seller User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a Seller User, directly or indirectly, through the Application. "

Resultant Data. Resultant Data remains the sole and exclusive property of Seller. Seller grants City a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for City's internal use in connection with the MPPS Services. "Resultant Data" means data and information related to City's and/or Seller Users' use of the MPPS Services that is used by Seller in an aggregate and anonymized manner.

g. **Maintenance**. During the term of this agreement and any extensions, Seller shall be responsible for maintaining the Technology, and ensuring that the Technology is in good working order and functions properly. These responsibilities include servicing and repairing the Technology to ensure they are in good working order and function properly, as well as providing City with any modifications, updates, adjustments, bug fixes, and upgrades to the Technology developed by Seller, or its agents and/or licensors, at no additional cost to the City.

9. **Satisfaction of Parking Equipment and Technology Requirements**. Seller, the Parking Equipment, and the Technology shall satisfy the requirements set forth in the Scope of Services attached as **Exhibit B**, including, but not limited to, the following, except as expressly modified by the terms of this Agreement:

a. For PPPS and any related Technology, the System and Security Requirements (Section 1.16), PCI Compliance (Section 1.17), Data Requirements (Section 1.18), Integration Requirements (Section 1.19), and Standard Integrations (Section 1.20); and

b. For MPPS and any related technology, the Customer Capabilities (Section 2.1), Configuration Capabilities (Section 2.2), System and Security Requirements (Section 2.6), PCI Compliance (Section 2.7), Data Requirements (Section 2.8),

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Integration Requirements (Section 2.9), and Standard Integrations (Section 2.10).

In the event of a conflict between the foregoing sections of Exhibit B and this Agreement, the Agreement shall control.

10. **Term**. The term of this Agreement shall be for three (3) years beginning on the effective date (the "Initial Term"). The Initial Term may be extended for an additional one (1) year term from the expiration of the Initial Term by mutual agreement of the Parties in writing prior to the expiration of the Initial Term (the "First Extended Term"). The First Extended Term may be extended for an additional one (1) year term from the expiration of the First Extended Term by mutual agreement of the Parties in writing prior to the expiration of the First Extended Term (the "Second Extended Term").

11. **Termination**. The Parties agree that this Agreement may only be terminated prior to the expiration of the Initial Term, and any extensions agreed to in accordance with this Agreement, as follows:

    a. **Mutual Agreement to Terminate**. The Parties may terminate this Agreement at any time through a writing signed by both an authorized representative of the City and Seller that states their intent to terminate this Agreement and the date upon which such termination will take effect.

    b. **Termination by City for Poor Performance or Best Interests**. The City, in its sole discretion, may terminate this Agreement without penalty upon thirty (30) days' written notice (a) for the City's convenience, (b) due to Seller's failure to perform on or more of its obligations under this Agreement in a timely, commercially reasonable, or workmanlike manner, or (c) for reasons the City determines to be in its best interest in the City's sole discretion.

    c. **Termination Upon Default or Breach**. If a Party is in default or breach of any of its obligations under this Agreement and has not cured such default or breach within twenty (20) days of receipt of written notice of the default or breach by the non-breaching Party, the non-breaching Party may terminate this Agreement by providing written notice of termination. If a Party's breach or default cannot be cured within such twenty (20) day period, the Party in default or breach of this Agreement may provide the non-breaching Party a written plan to cure the breach or default within the twenty (20) period. The written plan shall provide the date by which the breach or default will be cured. The non-breaching Party may either accept or reject the written plan by providing written notice to the Party in breach or default. If the written plan is rejected by the non-breaching party, this Agreement shall terminate on the date written notice of the rejection of the plan is provided to the party in breach or default.

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d. **Termination Due to Breach of Representation or Warranty**. A Party may terminate this Agreement immediately, and without opportunity to cure, upon written notice to the other Party if any of the representations and warranties made herein by the other Party are not true.

e. **Limitation of Liability for Termination**. Except as expressly provided in this Agreement, in no event shall any party be liable for costs incurred by or on behalf of another party after the effective date of termination. In the event the City's termination of this Agreement due to breach or default by Seller is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for the City's best interest pursuant to Section 11(b), and Seller shall have no greater rights than it would have had if a notice of termination had been affected in the first instance pursuant to Section 11(b).

f. **No Waiver by City**. Termination by any party under this Section shall not be construed as a waiver of any right or remedy otherwise available at law or in equity to such party.

12. **Suspension of Work**. The City may, in its sole discretion and without cause, order Seller, in writing, to suspend, delay or interrupt some or all of the work to be performed by Seller pursuant to this Agreement for such periods of time as the City may determine. Suspension shall be affected by the City delivering to Seller written notice of suspension specifying the extent to which performance of the Seller's work under this Agreement is suspended, and the date upon which the suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered. Suspension of Work shall be treated as an excusable delay for purposes of this Agreement.

13. **Adequate Assurances**. If at any time the City believes Seller may not be adequately performing its obligations under this Agreement, or may fail to complete the work in the time and/or manner required by this Agreement, City may request in writing from Seller written assurances of performance and a written plan to correct deficiencies in Seller's performance of this Agreement. Seller's failure to provide either written assurances or a plan to correct deficiencies in Seller's performance shall constitute a default and material breach of this Agreement.

14. **Parking Equipment Maintenance and Support**. Seller shall provide Parking Equipment maintenance and support in accordance with the Scope of Services attached as **Exhibit B**, including, without limitation, its Sections 1.9 and 2.3. Seller's maintenance and support responsibilities to the City include, but are not limited to, the following:

a. For the PPPS Equipment, Seller shall (a) ensure major components of the PPPS Equipment (as set forth in the Scope of Services) can be replaced by a trained technician within ten (10) minutes, which replacement shall be completed by

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the City; (b) ensure other PPPS components can be replaced by a trained technician within a reasonable period of time; (c) provide City any tools required for maintenance of the PPPS Equipment that are not available at a standard hardware store; (d) ensure the PPPS displays include a maintenance menu, accessible only by credentials available to a maintenance technician; (e) ensure the PPPS displays maintenance menu includes the following capabilities:

i. View current status of the pay station;

ii. View current events, alerts and/or alarm;

iii. View current battery voltage;

iv. Test all available components;

v. Print test receipt, if applicable; and

vi. Test communication to the PSMS.

b. For the MPPS Services, Seller shall (a) provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (the "Help Desk"), from 8am to 5pm Eastern Time Zone, seven days per week excluding holidays; (b) provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the Parking Equipment; (c) acknowledge support requests that cannot be immediately resolved by the Help Desk within one business day; (d) utilize a ticket tracking system to open, track and close support requests from the City; (e) provide remote off-site diagnosis and support via wireless access; (f) provide remote software upgrades via wireless access; and (g) provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades to the Parking Equipment.

15. **Liquidated Damages**. The Parties agree and acknowledge that the losses the City would suffer in the event of Seller's breach of its covenants relating to the reliability and performance of the Parking Equipment or Technology, or Seller's duties to maintain and service the Parking Equipment and Technology, are difficult to estimate. The Parties, therefore, agree to the following liquidated damages provisions as reasonable estimates of the damages the City would likely suffer upon the occurrence of certain events discussed in this Section.

a. **Limit**. The Parties agree that the total amount of liquidated damages due from Seller pursuant to this Section in a one-year period shall be limited to the amount paid or due to Seller by the City during a one-year period. However, in the initial 12-month period of this Agreement, liquidated damages due from

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Seller to the City shall be limited to 30% of the amount paid or due to Seller by the City during the initial 12-month period of this Agreement.

b. **PPPS Equipment Liquidated Damages**. Seller agrees to pay the City, or to provide a credit against amounts due to it, the following liquidated damages relating to the PPPS Equipment in the event of the following occurrences:

   i. **PPPS Failure**. In the event of any defect, failure, malfunction, or disruption of the PPPS Equipment, including, but not limited to, a defect, failure, malfunction, or disruption of the PSMS or related bank card processing, which prevents the processing of payment and the collection of related revenue, Seller shall pay the City liquidated damages of $500 per 24 hour period in which the defect, failure, malfunction, or disruption of the PPPS Equipment occurs. City shall provide Seller with forty-eight (48) hours' notice to respond and repair the defect, failure, malfunction, or disruption of the PPPS Equipment prior to being entitled to this liquidated damage. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy for PPPS failure, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination.

   ii. **Systemic Hardware Issue**. In the event of any hardware defect, failure, malfunction, or disruption related to the PPPS Equipment that affects 25% or more of the City's PPPS Equipment at one time, or 40% or more of the City's PPPS Equipment at one time if less than 10 pay station are installed, which causes the inability to collect any type of payment, Seller shall pay the City liquidated damages of $25 per 24-hour period per pay station. Upon notice by the City to Seller, Seller will have 10 calendar days to correct the hardware defect, failure, malfunction, or disruption, up to and including specific component replacement, prior to the City being entitled to this liquidated damage. City will provide reasonable access and support to the Seller in correcting the defect, failure, malfunction, or disruption. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy for a systemic hardware issue to the PPPS Equipment, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

   iii. **Systemic Software Issue**. In the event of any software defect, failure, malfunction, or disruption related to the PPPS Equipment that affects 25% or more of the City's PPPS Equipment at one time, or 40% or more of the City's PPPS Equipment at one time if less than 10 pay station are installed, which causes the inability to collect any type of payment, or to charge users the incorrect amount, Seller shall pay the City liquidated damages of $25 per 24-hour period per pay station. Upon notice by the City to Seller, Seller will have one business day (24 hours)

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to correct the defect, failure, malfunction, or disruption prior to City being entitled to this liquidated damage. City will provide reasonable access and support to Seller in correcting the defect, failure, malfunction, or disruption. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy for a systemic software issue to the PPPS Equipment, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

iv. **PCI Data Security Failure**. In the event Seller fails to maintain Payment Card Industry ("PCI") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from card schemes, Seller shall pay the City liquidated damages of $10,000 on the twenty-eight (28th) calendar day following a notice of non-compliance ("First Assessment"). The twenty-eighth (28th) calendar day following the First Assessment and every twenty-eight (28) calendar days thereafter in which Seller fails to maintain PCI Data Security Standard Certification shall constitute a "Subsequent Assessment". For each Subsequent Assessment, Seller shall pay the City liquidated damages of $25,000 until the failure is cured. In the event Seller cures its non-compliance with the PCI Data Security Standard Certification requirement, the liquidated damages for a Subsequent Assessment shall be prorated by day for the 28-day period in which the Subsequent Assessment is cured. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with failure to maintain PCI Data Security Standard Certification, but shall not limit the City's rights to indemnification or termination.

v. **Reconciliation Accuracy**. In the event of any failure of the Seller's PPPS solution that results in a 3% or greater variation between the actual collected funds versus the pay station/PSMS reported funds, Seller shall pay the City liquidated damages being the lesser of (a) $500 per 24-hour period during such failure, or (b) the revenue discrepancy per pay station affected by such failure. Prior to City being entitled to such liquidated damages, and upon written notice by the City to the Seller, Seller shall have seven (7) business days to correct the failure if it is determined that Seller is at fault for the variation. City will provide reasonable access and support to Seller in identifying and correcting the failure. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with failure to maintain accuracy. However, the foregoing shall not be construed to limit the City's rights to recover any fees collected by Seller that were or are due to the City, but not paid to the City, or exercise of any default termination rights in accordance with the terms of the Agreement.

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vi. **RMA Fulfillment**. In the event of any failure to process and ship a Return Merchandise Authorization ("RMA") in accordance with the Scope of Services attached as **Exhibit B**, or provide notification to the City with reasonable explanation for delay, within 30 days of Seller's receipt of the shipment from the City, Seller shall pay the City liquidated damages of $50 per day until the return RMA shipment is received by the City. The first occurrence of this failure will result in a written warning by the City with no liquidated damages applied. Any subsequent failures will result in liquidated damages in accordance with this subsection without prior notice being required from the City. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with RMA/warranty replacement, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

c. **MPPS Services Liquidated Damages**. Seller agrees to pay the City, or to provide a credit against amounts due to it, the following liquidated damages relating to the MPPS Services in the event of the following occurrences:

i. **Failure of MPPS Services**. In the event of a defect, failure, malfunction, or disruption of the MPPS Services that results in either no payment transaction being accepted, accepting payment when parking is not charged or is not allowed, or application of the wrong rates, Seller shall pay the City liquidated damages of $200.00 per day (each 24-hour period) for each affected payment zone. Prior to Seller being liable for liquated damages under this subsection, the City shall provide Seller with 48 hours' notice to respond to and cure the defect, failure, malfunction, or disruption prior to being entitled to liquidated damages. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with MPPS Services failure, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

ii. **PCI Data Security Failure.** In the event Seller fails to maintain Payment Card Industry ("PCI") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from card schemes, Seller shall pay the City liquidated damages of $10,000 on the twenty-eight (28th) calendar day following a notice of non-compliance ("First Assessment"). The twenty-eighth (28th) calendar day following the First Assessment and every twenty-eight (28) calendar days thereafter in which Seller fails to maintain PCI Data Security Standard Certification shall constitute a "Subsequent Assessment". For each Subsequent Assessment, Seller shall pay the City liquidated damages of $25,000 until the failure is cured. In the event Seller cures its non-compliance with the PCI Data Security Standard Certification

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requirement, the liquidated damages for a Subsequent Assessment shall be prorated by day for the 28-day period in which the Subsequent Assessment is cured. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with failure to maintain PCI Data Security Standard Certification, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

iii. **Accuracy**. The City will issue a written warning to Seller if the MPPS Services fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a MPPS Services systems error. Seller shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, Seller shall pay the City liquidated damages of $200 per day until the failure is cured. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with failure to maintain accuracy, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination.

iv. **Response Time**. The City will issue a written warning to Seller if Seller does not timely respond to support requests or inquiries from the City relating to the MPPS Services within the timelines established in the Scope of Services attached as **Exhibit B**. Seller shall pay the City liquidated damages of $100 per occurrence, after the second time the City has provided written warning to Seller for its failure to timely respond to a support request or inquiry from the City relating to the MPPS Services within the timelines established in the Scope of Services attached as **Exhibit B**. The liquidated damages specified above shall constitute the sole and exclusive damage and remedy in connection with response time, but shall not limit the warranty provisions in this Agreement or the City's rights to indemnification or termination..

16. **Seller's PPPS Equipment Warranties**.

a. **Original PPPS Equipment Warranty**. Beginning on the effective date of this Agreement and continuing for one (1) year thereafter, Seller warrants and guarantees to the City that (a) the PPPS Equipment is free from defects in materials and workmanship and has been manufactured from unused materials; and (b) the PPPS Equipment is fit for the particular purpose of functioning as a paid parking system, and will perform, in accordance with the requirements and specifications of the RFP attached as **Exhibit A,** the Scope of Services attached as **Exhibit B**, and this Agreement (the "Original PPPS Warranty"). These warranties are in addition to all other warranties set forth in this Agreement or implied by law, and will survive termination of this Agreement.

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b. **Extended Warranty Option**. The Parties agree that for a period of one year from the date of this Agreement, the City may elect, at its sole option and in its sole discretion, to purchase an extended warranty from Seller for the PPPS Equipment for the per-unit cost of $328.28 per year for a period of up to four (4) years following expiration of the Original PPPS Warranty (the "Extended PPPS Warranty"). During any time period in which the Extended PPPS Warranty is in effect, Seller warrants and guarantees to the City that (a) the PPPS Equipment is free from defects in materials and workmanship and has been manufactured from unused materials; and (b) the PPPS Equipment is fit for the particular purpose of functioning as a paid parking system, and will perform, in accordance with the requirements and specifications of the RFP attached as Exhibit A, the Scope of Services attached as Exhibit B, and this Agreement. The Extended PPPS Warranty shall be in addition to all other warranties set forth in this Agreement or implied by law, and will survive termination of this Agreement.

Optional HW Extended Warranty	Per Unit Per Year	150 Units Total per Year
Hardware extended warranty	$328.28	$49,242

17. **Seller's Technology Warranties**. Beginning on the effective date of this Agreement and continuing for the term of this Agreement and any extensions, Seller warrants and guarantees to the City that the Technology as defined in Section 8, and any software or system solutions relating to the PPPS Equipment (a) are free from defects and; (b) are fit for the particular purpose of functioning as a paid parking system, and will perform, in accordance with the requirements and specifications of the RFP attached as **Exhibit A,** the Scope of Services attached as **Exhibit B**, and this Agreement, except as expressly modified by this Agreement. These warranties are in addition to all other warranties set forth in this Agreement or implied by law, and will survive termination of this Agreement. MPPS Services are provided as-is with no applicable warranty.

18. **Seller's Representations and Warranties**. As a material inducement for the City to enter into this Agreement, Seller represents and warrants to the City each of the following:

a. Seller has the appropriate legal authority to execute this Agreement, that it is not bound by any other agreement or commitment which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, and ordinances.

b. The PPPS Equipment and Technology sold and/or licensed by Seller to the City pursuant to this Agreement are fit for the particular purpose of operating and functioning as paid parking equipment and technology.

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c. Seller is the sole owner of the Parking Equipment immediately prior to the sale of the Parking Equipment to the City pursuant to this Agreement, that no other person or entity has any right to ownership or possession of the Parking Equipment, and that the Parking Equipment is not subject to any lien, pledged as collateral or security, or otherwise encumbered in any manner by the Seller or any third party.

d. Seller is the sole owner of the Technology and is not subject to any agreement or obligation which prevents or limits Seller from granting the City the non-exclusive license to use the Technology set forth in this Agreement.

e. The statements and estimates in Seller's Proposal were, and are, true and accurate and free from any material omission of fact.

f. Seller, Seller's Proposal, the Parking Equipment, and the Technology complies with, and shall continue to comply with, the requirements of the RFP.

g. Seller, Seller's Proposal, the Parking Equipment, and the Technology complies with and performs, and shall continue to comply with and perform, in accordance with the requirements of the Scope of Services attached as **Exhibit B**.

h. Seller is not subject to any actual or threatened insolvency proceedings, including, but not limited to, bankruptcy, receivership, or assignment for the benefit of creditors.

i. Seller is not an "Iran Linked Business" as defined by the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.

j. Seller and its principals:

    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency;

    ii. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

    iii. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of a crime or had a civil judgment rendered against for any of the following:

        1. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

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transaction (federal, state, or local), or a procurement contract under such a public transaction;

2. For the violation of federal, or state antitrust statutes, including those proscribing prices fixing between competitors, the allocation of customers between competitors, or bid rigging; or

3. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

19. **City's Representations and Warranties**. As a material inducement for the Seller to enter into this Agreement, the City represents and warrants to Seller that it has the appropriate legal authority to execute this Agreement and that it is not bound by any other agreement or commitment which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, and ordinances.

20. **Confidential Information**. Both parties understand and agree that, in its performance of this Agreement, either party may disclose to the other party, or one party may have access to, the other party's private, confidential, or proprietary information, the disclosure of which may be damaging to such party. Each party agrees that all documents and information disclosed by it to the other, or to which one party is provided access by the other, shall be held in strict confidence and used only in performance of the Agreement. Upon termination of this Agreement for any reason, each party shall return to the other party all documents and information disclosed to it, or to which it was provided access in connection with Seller's performance of this Agreement.

21. **City's Logo and Trademarks**. The City and Seller agree to the following terms relating to the ownership, use, and license of the City Marks and the Seller Marks, as defined below, subject to the terms of this Agreement:

a. **Marks**. The City and Seller agree that the City is the sole and exclusive owner of the rights to the trademark shown in Exhibit E, attached hereto (consisting of a stylized "R" and "O" within a circle), and Exhibit F, attached hereto (consisting of the phrase "LIFE NOW PLAYING"), which are duly registered with the U.S. Patent and Trademark Office (USPTO) (hereinafter collectively "the City Marks;"). The City and Seller agree that the Seller is the sole and exclusive owner of all of its trademarks, patents and copyrights, including, but not limited to, the Application and the Platform ("Seller Marks"). City Marks and Seller Marks shall be referred to collectively as "Marks".

b. **Grant of Limited License**. Subject to the terms and conditions set forth in this Agreement, each party hereby grants to the other party a royalty-free, revocable, and non-exclusive right and license to use the City Marks and Seller Marks for the sole and limited purpose of operating and using of the PPPS

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Equipment and MPPS Services in accordance with this Agreement (herein "Limited License"). The City may display Seller's Marks in accordance with Seller's brand guidelines, which are available at https://parkmobile.io/company/parkmobile-media-assets/ and https://parkmobile.io/company/parkmobile-media-assets/logos/.

c. **Non-Assignment**. Each party agrees that the Limited License, and any related rights, shall not be assigned or transferred to any party or third party without the prior written approval of the owner of the marks. Any attempt by any party to transfer or assign any other party's Limited License shall be sufficient cause for the owner of the mark purportedly transferred or assigned to terminate this Agreement in such party's sole discretion and without penalty to, or further obligation of, the non-breaching party.

d. **Covenant Against Challenge**. Each party agrees, represents, and warrants, that it shall not challenge in any way the other parties' ownership of, or the validity of, the Marks, including their registration.

e. **Limitation on Use of Marks.** Each party agrees to use the Marks only as permitted by this Agreement. Each party shall use the registration symbol "®" in any display of the Marks along with all notices and legends with respect to the Marks requested by a party during the term of this Agreement. No party shall adopt or use, without the prior written consent of a Marks owner, any variation of the Marks including any variation similar to, or confusing with, the Marks. If a party consents to any variation of the Marks, the other party hereby agrees that the owner of the Marks shall own such new variation of the Marks and shall at the the owner of the Marks' cost and expense obtain, in the owner of the Marks' name, all United States and international trademark registrations. Each party shall during the term of this Agreement and after termination of this Agreement, execute any and all documents, including assignments, as the owners of the Marks may request from time to time to ensure that all right, title, and interest in, and to, each party's Marks and any variation of the Marks shall be solely owned by the applicable party.

f. **Use and Quality Control.** Prior to any use, display, or depiction of the City Marks, Seller shall furnish to the City copies of any depiction of the City Marks for the City's consideration and written approval. No use, display, or depiction of the City Marks is permitted without the prior written consent of the City. Seller shall, at its sole expense, comply with all applicable federal and state laws and regulations relating to the use of the City Marks.

g. Trademark Dispute or Infringement. Seller shall promptly inform the City of any potential trademark dispute or infringement relating to the Marks, and shall furnish to the City a detailed report describing the dispute or infringement. The City, in its sole discretion, shall determine whether there has been an infringement of the Marks and whether to pursue legal action. The

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City may, at its sole discretion, intervene in any legal actions against Seller arising from, or relating to, the Marks.

h. Term of Limited License. The Limited License shall automatically terminate upon the earliest of the following occurrences:

i. Expiration of the term of this Agreement;

ii. The termination of this Agreement by either party with, or without, cause; or

iii. Thirty (30) days after a party's written notice to the other party of such party's decision to terminate the other party or parties' Limited License with or without cause and in such party's sole discretion.

i. Neither party will make any use of any other party's Marks in a manner that dilutes, tarnishes or blurs the value of such Marks.

22. **Parking System Data and Information.** The Parties agree to the following provisions concerning the ownership, use, and disclosure of data and information relating to the PPPS Equipment:

a. **Ownership**. The City shall be the exclusive owner of all information, data, and rights to the data or information generated from the use and operation of the PPPS Equipment, regardless of whether the data is direct, derived, calculated, or modeled. Ownership of information related to the MPPS Services is outlined in Section 8(f).

b. **Storage**. Seller shall store or archive (with the City's approval) all transaction data and information generated through the use and operation of the PPPS Equipment and MPPS Services during the term of the Agreement, and retain such data and information for at least one (1) year after the termination of this Agreement. Seller shall deliver copies of all such data and information to the City, or its designee, upon (a) the written request of the City, or (b) upon the termination of this Agreement. All such data and information shall be provided to the City in a usable format that is readable and accessible by the City using publicly available software.

c. **Restriction on Use and Disclosure**. Seller shall not sell, lease, distribute, publish, or otherwise share or disclose any personal information collected from the City or the Seller Users of the PPPS Equipment or MPPS Services, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Seller shall only be permitted to use such information to enable the services provided to the City in accordance with this Agreement.

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23. **Audit and Inspection of Records**. Seller agrees to maintain and make available to City during business hours accurate books and accounting records relative to its performance pursuant to this Agreement. Seller shall permit City to audit, examine and make copies, excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Seller shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years after the termination of this Agreement or until after final audit has been resolved, whichever is later. The rights and obligations established pursuant to this Paragraph shall be specifically enforceable and survive termination of this Agreement.

24. **Provisions Required by City's Charter**. In accordance with Chapter 14 of the City's Charter, the Parties agree as follows:

    a. **Reservation of Rights for City to Assist Contract Completion**. In the event the City determines that some or all of Seller's work provided for in this Agreement will not be completed within the time(s) required herein, the City shall have the right at its sole option and discretion to furnish additional labor and material if necessary, and render such other assistance as it may deem advisable, for the completion of this Agreement, at the expense of the Seller, which shall at the City's sole option and discretion either be retained by the City out of monies due to Seller under this Agreement or recovered by legal proceedings.

    b. **Reservation of Rights for City to Determine Proper Performance**. The City shall have the right, in its sole discretion, to determine fully and finally all questions as to the proper performance of this Agreement, or any unfinished portion thereof, and in case of the improper, dilatory, or imperfect performance thereof, to suspend the Seller's work at any time and to order the partial or the entire reconstruction of the same; and whenever because of unreasonable delay in the work or for other just cause the City shall declare this Agreement forfeited, it may complete or re-let the work covered by this Agreement or any unfinished portion thereof. Power is hereby given the City to determine all such questions arising under any this Agreement, according to the true intent and meaning thereof.

    c. **Minor Alterations or Modifications; Written Agreement**. When it becomes necessary in the prosecution of any work or improvement under this Agreement to make minor alterations or modifications of this Agreement, or the related plans and specifications, such alterations, changes, or modifications shall be made only on the written order of the City's Manager. No such order shall be made until the price to be paid for the work or material or both, and the credits, if any, to be allowed by the City under the altered or modified contract, shall have been agreed upon in writing and signed by the Seller and by the City's Manager.

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25. **Amounts Payable to Seller.** Except as otherwise set forth in this Agreement, all amounts payable to Seller by City under this Agreement shall be paid by City to Seller in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

26. **City's Exclusive Rights to Govern and Regulate Parking**. The Parties agree that the City has the sole and absolute right, in its sole discretion, to govern, manage, and regulate the City's parking system. The City's rights to govern, manage, and regulate, its parking system includes, without limitation, (a) determination of the fees and rates to be charged for parking, (b) the dates, times, and/or location to charge, or not charge, fees for parking, (c) the enforcement of the payment of fees for parking, and (d) the determination to decommission, retire, remove, or relocate, the PPPS Equipment and any other property relating to parking in the City.

27. **Non-Exclusivity**. The Parties agree that their relationships and dealings set forth in this Agreement are non-exclusive and that this Agreement does not obligate any party to conduct business exclusively with the other parties. Nothing in this Agreement shall limit or impair any party's right to enter into agreements, or provide or receive similar services, with any third party.

28. **Continuation of Work During Disputes.** Seller shall continue to perform services pursuant to this Agreement throughout the course of any and all disputes with the City. Seller's failure to continue to provide services during any disputes with the City shall be considered a material breach of this Agreement, provided that City continues to make payment to Seller for undisputed work completed by Seller. Seller further agrees that should it stop work due to a dispute or disputes, any and all claims that are pending or anticipated, whether in law or in equity, Seller may have against City, their officers, agents, representatives, and employees, shall be deemed to have been waived and forever barred.

29. **Non-Discrimination**. Seller agrees that in the performance of this Agreement, it shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the city regulating or applying to public improvements. Furthermore, the Seller agrees not to discriminate against any employee or applicant for employment, that is to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. Seller further agrees that every subcontract entered into in connection with the performance of this Agreement will contain a provision requiring nondiscrimination in employment, binding upon each subcontractor. Breach of this covenant shall be regarded as a material breach of this Agreement.

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30. **Indemnification by Seller**. Seller shall indemnify, defend, and hold the City harmless from and against any and all liabilities, losses, damages, expenses (including attorneys fees, court costs, and other expenses of litigation), claims, penalties, or fines, that are threatened, made, or suffered by City based on or as a result of the following: (i) the Parking Equipment; (ii) the Technology; (iii) data storage, data breach, or unauthorized disclosure of user information obtained or disclosed in connection with the use of the Parking Equipment and/or Technology; and (iv) the acts or omissions of Seller, Seller's agents, and/or Seller's subcontractors.

31. **Seller's Subcontractors**. Seller must first obtain the written consent of the City prior to hiring one or more subcontractors or independent contractors to perform one or more of Seller's obligations under this Agreement. City may approve or disapprove the hiring of a subcontractor or independent contractor for any reason and in its sole discretion. Seller's hiring of one or more subcontractors or independent contractors to perform one or more of its obligations under this Agreement without first obtaining the City's prior written consent shall constitute a material breach of this Agreement.

32. **Assignment.** Neither City nor Seller shall be permitted to assign their interests, rights, or obligations in this Agreement to any other party, unless the prior written consent of the non-assigning Party is obtained. Any assignment or attempt to assign this Agreement in violation of this Section shall be void *ab initio*. Any assignment made in accordance with this Agreement shall inure to the benefit of, and be binding upon, City and Seller, their respective legal representatives, successors, and assigns.

33. **Binding Effect.** The Parties have executed and delivered this Agreement with the intent to form a legally binding contract. The Recitals above are incorporated into and made a part of this Agreement.

34. **Exhibits.** Exhibits A, B, C, D, E, and F attached to this Agreement and referred to herein are hereby incorporated into this Agreement by reference as if fully set forth herein.

35. **No Third-Party Rights.** The provisions of this Agreement are for the exclusive benefit of Seller and City, only. The Parties do not intend to create any rights of any third parties under this Agreement, and no party other than Seller and the City shall have any rights to enforce the provisions of this Agreement.

36. **Relationships of the Parties.** The relationship between Seller and City is that of independent contractors and not that of employer-employee or principal-agent. Seller shall not be considered the agent or legal representative of City, nor shall City be considered the agent or legal representative of Seller. Neither City, Seller, nor any of their respective directors, officers, agents, or employees shall have the right, power or authority to assume, undertake, or bind the other to, any obligation whatsoever or make any representation on behalf of the other unless authorized to do so in writing.

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37. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, U.S.A., without regard to principles of conflicts of law.

38. **Agreement to Jurisdiction.** Any claims, disputes, or differences arising out of this Agreement, which the Parties cannot resolve amicably shall be submitted to the exclusive jurisdiction of the Oakland County Circuit Court located within the State of Michigan. City and Seller consent and irrevocably agree to submit to the personal jurisdiction of the Oakland County Circuit Court and that all actions or proceedings relating to this Agreement, or any related matter shall be litigated in that court. City and Seller each waive any objection which it may have based on improper venue or forum non conveniens in any such action or proceeding in such court.

39. **Limitations of Liability.** Except as prohibited by applicable law, in no event shall Seller or the City be liable to the other for any special, indirect, incidental, exemplary, consequential, or punitive damages, including without limitation damages for business interruption or lost profits, that in any way arise out of or relate to this Agreement, regardless of the theory of relief, whether or not Seller or City have been advised regarding the possibility of such damages, and regardless of any claim or finding that a remedy fails its essential purpose. Notwithstanding the foregoing, this Section shall not apply to, or limit, the City's recovery of damages which arise out of or relate to Seller's indemnification obligations under this Agreement.

40. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matters set forth in this Agreement and supersedes and replaces all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, between the parties relating to the subject matter hereof. Each Party represents and warrants that in entering into this Agreement, it is not relying on any statements, representations, understandings, or agreements except those expressly set forth in this Agreement.

41. **Amendment.** This Agreement may not be amended or modified except in a writing mutual agreed to and signed by both Parties. Any such amendment must expressly state that it is an amendment or modification to this Agreement.

42. **Survival.** The provisions of Sections 3, 16, 17, 18, 19, 20, 22, 23, 30, 37, 38, and 39 survive termination of this Agreement regardless of the reason for termination.

43. **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

44. **Force Majeure.** Neither of the Parties hereto shall be responsible for or liable to the other party for any damage or loss of any kind, directly or indirectly, resulting from pandemics, fire, flood, explosion, riot, rebellion, revolution, war, or any other similar cause beyond the reasonable control of the Parties (each a "Force Majeure Event").

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The occurrence and the termination of any such event shall be promptly communicated to the other party. If after sixty (60) days, Force Majeure events cause default of obligations hereunder by a party, the non-defaulting party may immediately terminate this Agreement without further liability or penalty after providing the defaulting party with notice.

45. **Headings.** The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof.

46. **Anti-Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

47. **Joint Drafting; No Presumption Against Drafter.** The Parties agree that they both participated in the drafting of this agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

48. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be considered an original and all of which together will be considered one agreement. Electronic signatures will be treated as original signatures.

49. **Further Assurance.** Each Party shall do and perform, or cause to be done or performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, necessary or appropriate to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

50. **Voluntary and Informed Agreement**. The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement and acknowledge they have been represented and advised by counsel or had opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

51. **Notices.** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. City and Seller may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraphs.

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If by City, to:	**If by Seller, to:**
Contact Name:	**Contact Name**: Niccolas J. Grochowski
Position:	**Position**: City Attorney
Address:	**Address**: 203 S. Troy Street, Royal Oak, MI 48067
E-mail:	**E-mail**: Niccolas.Grochowski@romi.gov

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the effective date first written above.

FLOWBIRD AMERICA, INC.

/s/ Signed by: Benoit Reliquet C76F6224F9C14D6...

By: Benoit Reliquet

Its: Head of Sales NA

Date: 7/9/2025

CITY OF ROYAL OAK, MICHIGAN

/s/_____

By: Michael Fournier

Its: Mayor

Date:

PARKMOBILE, LLC

/s/ Signed by: Benoit Reliquet C76F6224F9C14D6...

By: Benoit Reliquet

Its: Head of Sales NA

Date: 7/9/2025

/s/_____

By: Melanie Halas

Its: City Clerk

Date:

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EXHIBIT A

REQUEST FOR PROPOSAL – PAID PARKING

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CITY OF ROYAL OAK, MICHIGAN
REQUEST FOR PROPOSAL

1. INTRODUCTION

Electronic proposals for Paid Parking will be received by the City of Royal Oak through the procurement portal https://procurement.opengov.com/portal/romi until 12:00 pm on Wednesday, April 2, 2025. Award results will be made available through the procurement portal once the proposal evaluations are complete.

Mailed, faxed and emailed proposals will not be considered or accepted. All proposals shall be submitted through the procurement portal at https://procurement.opengov.com/portal/romi

The City of Royal Oak reserves the right to reject any or all proposals, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City. In case of error in the extension of prices in the proposal or other arithmetical error, the unit prices will govern.

2. FURTHER INSTRUCTIONS TO BIDDERS

A. The bidder shall assume full responsibility for submittal of proposals prior to the proposal submittal deadline and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. A bidder may withdraw their proposal response at any time prior to the scheduled proposal submittal deadline. Any proposal received after the scheduled submittal deadline will not be accepted. No proposal may be withdrawn, changed or modified in any way for a period of ninety (90) calendar days from the date of the proposal submittal deadline..

B. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exception certificates upon request.

C. The total price quoted by the bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the City of Royal Oak's consent will not be accepted and will, at the contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the contractor's expense.

D. The bidder by execution of the proposal thereby declares that the proposal is made without collusion with any other person, firm or corporation making any other proposal, or who otherwise would make a proposal, and agrees to furnish all proposal items in strict accordance with all Federal Regulatory Measures.

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E. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.

F. The completion date will be established with the contractor awarded the job. The contractor, its employees, and all subcontractors designated to work on-site at any time may be subject to a criminal history check that must be approved by the Police Department staff prior to working on site.

G. Submission of a proposal will be construed as a conclusive presumption that the bidder is thoroughly familiar with the proposal and specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.

H. **Vendor changes or alterations to proposal documents including specifications may result in a proposal being considered non-responsive**. The only authorized vendor changes to a proposal document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the authorized version of the proposal document will be applicable during the term of the contract. The City or Royal Oak shall accept NO CHANGES to the proposal document made by the vendor unless those changes are set out in the "Exceptions" provision of the authorized version of the proposal document. It is the vendor's responsibility to acquire knowledge of any changes, modifications or additions to the authorized version. If a proposal is awarded to a vendor who claims that it had no knowledge of changes, modifications or additions made by the City or Royal Oak to the authorized version of the proposal, and that vendor fails to accept the proposal award, the City of Royal Oak may pursue costs and expenses to re-bid the item from that vendor. The authorized version of the proposal document shall be that proposal document appearing on the procurement portal with any amendments and updates. Addendum will be issued through the procurement portal. Vendor's can create a FREE account to access our procurement portal with OpenGov by signing up at https://procurement.opengov.com/signup.

I. Between the proposal submittal deadline and the final proposal award, it shall be the responsibility of the bidders to request information they might need regarding such proposals.

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J. Bidders are required to submit complete and comprehensive data and descriptive literature covering the item proposed to be furnished. Vendors submitting alternative proposals must provide specifications documenting product is equal to specified proposal item.

K. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Royal Oak against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Royal Oak, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

L. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the City of Royal Oak. These licenses and permits shall be readily available for review by the city.

M. The City of Royal Oak reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The City of Royal Oak reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.

N. Entities in bankruptcy or receivership cannot respond to the RFP. Responding entities must disclose if responding entity (or parent company) is in bankruptcy/receivership or contemplating bankruptcy/receivership. Should it later be determined that an award was given to an entity in bankruptcy or receivership then the city has authority to terminate the agreement/contract.

O. All documents and correspondence submitted to the City of Royal Oak becomes the property of the City of Royal Oak and is subject to disclosure under the “Freedom of Information Act”. This Act provides for the complete disclosure of contract and attachments.

P. By mutual written agreement this proposal may be extended for 2 1-year extensionsprior to the expiration of the then-current term.

3. METHOD OF AWARD

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The recommendation to award will be based on evaluation procedures, or in any manner deemed to be in the best interest of the city. Previous experience and performance will be a factor in making the award.

Each proposal will be reviewed by the city. The city may narrow the list of proposals and may, at its discretion, request oral presentations from any of all the finalists. A recommendation and contract will be forwarded to the city commission for its review and approval.

4. NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting wherefrom, the contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the city regulating or applying to public improvements. Furthermore, the contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The contractor further agrees that every subcontract entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

5. ETHICS POLICY

5.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

5.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

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subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

6. ADA COMPLIANCE

The City of Royal Oak will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the City of Royal Oak. Individuals with disabilities requiring such auxiliary aids or services should contact the City of Royal Oak by writing or calling the following: Dennis VanDeLaar, PO Box 64, Royal Oak, Michigan 48068, (248) 246-3070, or TDD (248) 246-1010.

7. SUB-CONTRACTORS

If sub-contractors are to be utilized, a listing of each sub-contractor must be provided as part of the business plan submitted to the city.

8. QUALIFICATION OF PROPOSERS

The proposer may be required before the award of any contract to show to the complete satisfaction to the City of Royal Oak that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The proposer may also be required to give a history in order to satisfy the City of Royal Oak regarding the proposer's qualifications. The City of Royal Oak may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the bidder shall furnish to the City of Royal Oak all information for this purpose that may be requested.

9. RETAIN PROPOSAL

The city reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City or Royal Oak and the company selected.

10. SUBLEASE OR ASSIGN

The lessee may not sublease or assign his contract rights to any other party except with the prior written approval of the City of Royal Oak.

11. RESPONSES TO QUESTIONS

All questions must be submitted through the procurement portal. The firm's question(s) and the city's answer(s) will become part of the public record and will be shared publicly through the procurement portal.

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12. SPECIAL INSTRUCTIONS

Release Project Date:	February 28, 2025
Question Submission Deadline:	March 14, 2025, 12:00pm
Proposal Submission Deadline:	April 2, 2025, 12:00pm

The city reserves the right to request any additional information which might be deemed necessary after the RFP information has been received.

The city does not intend to pay for any information solicited or obtained; further the city will not be liable for any costs incurred in the proposal preparation, presentation or contract negotiation.

The city reserves the right to reject any and all proposals received and the right to waive defects in proposals as a result of this RFP.

The successful vendor shall not provide services until a fully executed contract has been received by the city. The firm must indemnify and hold the city harmless throughout the contract. The firm must also provide liability insurance during the term of the contract.

13. ESTIMATED QUANTITIES

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Royal Oak will not be penalized for additions or deletions from the contract within the specifications.

14. DOWNPAYMENTS AND REPAYMENTS

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications, will not be considered for award.

15. MICHIGAN CONSTRUCTION LIEN ACT

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

16. PUBLIC ACT 57

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for

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improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

17. BOND SUBMITTAL

The bidder to whom the Contract is awarded will be required to execute the form of Contract and to furnish all bonds, certificates of insurance, and an executed Hold Harmless Agreement within ten (10) days of being requested (Sundays and legal holidays excepted) , or within such extended period as may be approved by the city; and in the case of his/her failure to do so, he/she may be considered by the city to have abandoned his/her interests in the Contract, and his/her proposal guaranty may be declared forfeited to the city, and the Contract may be awarded to another bidder.

18. BID DEPOSIT AND FORFEITURE

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Royal Oak or fair competition.

19. PURCHASE ORDER

After the Royal Oak City Commission has approved the award, the City of Royal Oak Purchasing Agent will inform the successful bidder. The successful bidder once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable insurance is received. The purchase order issued in conjunction with the Contract Form from the City of Royal Oak will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

20. AWARD

The work shall commence immediately upon City Commission award. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Royal Oak's best interest. The City of Royal Oak is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work.

21. INSURANCE

21.1. Contractor Provided Insurance

At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated.

A. Vendor agrees to procure and maintain insurance coverage according to the following specifications:

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a. $1,000,000 Combined Single Limit Commercial General Liability Broad Form Endorsement/or the following as minimum requirements:

   Broad form property damage
   Premises/Operations
   Libel and Slander
   Independent Contractors
   (Blanket) Broad form Contractual
   Personal Injury - delete contractual exclusion "A"
   Additional Insured - the City of Royal Oak, City Agents (as defined in this contract) and employees and elected and appointed officials of Royal Oak;
   The total limits of general liability coverage required herein may be satisfied with a combination of a primary and excess policy having not less than $1,000,000 in limits, specifically listing the primary general liability policy as underlying insurance.

b. Workers' Compensation as required by law $100,000.00 and Employer's Liability.

c. Automobile Liability with minimum limits of $1,000,000 combined single limit automobile liability per occurrence, including hired and leased vehicles, and owned and non-owned.

d. Specialized Coverage: Listed below are insurance requirements that may be requested and shall be indicated:

   Professional Liability with minimum limits of $1,000,000 per occurrence and $1,000,000.00 aggregate, except for Construction and Maintenance Contracts only.
   Errors & Omissions with minimum limits of $1,000,000 per occurrence and $1,000,000.00 aggregate.
   Employee Dishonesty with minimum limits of $20,000 per occurrence.
   Malpractice with minimum limits of $1,000,000 per occurrence and $1,000,000.00 aggregate.
   Garage Liability with minimum limits of $100,000 per occurrence.

B. General Certificates of Insurance

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a. All Certificates of Insurance and duplicate policies of any outside vendor or contractor shall contain the following clauses:

   i. "The insurance company(s) issuing the policy or policies shall have no recourse against the City of Royal Oak for payment of any premiums or for assessments under any form of policy".

   ii. Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the contractor."

b. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be provided no less than ten (10) working days before commencement of work to the City. Insurance carriers are subject to the approval of the City.

22. SCOPE OF WORK

22.1. Scope of Work

See attached

23. VENDOR QUESTIONNAIRE

23.1. Hold Harmless Agreement*

"To the fullest extent permitted by law, Contractor, agrees to defend, pay in behalf of indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract."

☐ Please confirm

*Response required

23.2. Financial Report*

The City of Royal Oak, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

☐ Please confirm

*Response required

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23.3. Acknowledgement*

PRICES: Prices shall remain firm for 90 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

ACKNOWLEDGEMENT: I, vendor, certify that I have read the Instructions to Bidders and that the bid proposal documents contained herein were obtained through the e-procurement portal.

U.S. FUNDS: All prices quoted are to be in U. S. Currency

☐ Please confirm

*Response required

23.4. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit.pdf

*Response required

23.5. Certification regarding debarment, suspension, and other responsibility matters*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.

B. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:

   1. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;

   2. For the violation of federal, or state antitrust statutes, including those proscribing prices fixing between competitors, the allocation of customers between competitors, or bid rigging; or

   3. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

☐ Please confirm

*Response required

23.6. Vendor Certification that it is not an "Iran Linked Business"*
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

The vendor, with:

A. full knowledge of all of Vendors business activities,

B. full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and

C. the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that:

the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Royal Oak.

☐ Please confirm

*Response required

23.7. Will your company be providing additional services? *
☐ Yes
☐ No

*Response required

When equals "Yes"
23.7.1. Additional Services*
Please download the below documents, complete, and upload.

- Additional_Services.pdf

*Response required

23.8. Instructions to Bidders*
Bidder certifies that they have read the ***Instructions to Bidders.***

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☐ Please confirm

*Response required

23.9. References*
Please provide 3 references containing the following information:

Agency Name
Contact Person
Contact Phone Number
Contact Email Address
Brief description of services/work performed

*Response required

23.10. All required documents*
*Response required

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Proposed Timeline

RFP Release Date	Friday, February 28
Questions from Proposers Due	Friday, March 14
Proposals Due	Wednesday, April 2
Shortlist Interviews/In-person Demonstrations	Week of April 28
Contract Award	May
Start Date	May/June
Go-live (End Date)	August

Proposed Contract Term

3-year initial contract with the option for 2 1-year extensions.

Introduction

The City of Royal Oak (City) is soliciting proposals for PAY BY PLATE PAY STATIONS AND MOBILE PARKING PAYMENT SYSTEM. While the City would prefer a single Contractor to act as Prime Contractor for the entirety of the systems described in this RFP, including both Pay by Plate Pay Stations and a Mobile Parking Payment System, the City is seeking the best solution for each system individually. It will entertain solutions from separate providers (i.e., one Contractor for Pay by Plate Pay Stations and one Contractor for Mobile Parking Payment System). Identifying the solution(s) that meet the City's requirements will depend on the solution's ability to serve the needs of the City now and in the future.

Vendors identified for shortlist interviews for pay-by-plate pay stations will be required to participate in an open house where the equipment will be displayed so the public can complete test transactions. More information on this open house will be provided to the shortlist in April.

The City expects the selected Contractor to assist the City in finalizing the location and final number of pay stations to be installed. As of the release of this RFP, that estimated number is around 100 units.

The City expects the successful Proposer to provide the hardware, software, and all related services described in this RFP and respond to the attached Technical Compliance Matrix (TCM). The TCM is the detailed specification, and for each listed item, the Proposer shall indicate whether it is available immediately to comply, requires configuration/custom programming, is a future release, or the product cannot meet the requirement for each feature. Failure to respond to a requirement will be considered as the product not meeting the requirement.

Proposers shall respond to the Pricing Workbook attached. All fees to meet the requirements of this RFP must be included within the categories provided in the pricing workbook. Any additional costs or alternate fee structures to meet the scope of work provided in the RFP must be rolled up by the

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Proposer into one of the designated categories on the pricing workbook. Additional lines, columns, and entries to this tab are not permitted and will disqualify the entirety of the proposal submitted.

Minimum Qualifications/Requirements

Pay by Plate Pay Stations

1. Proposer shall have a minimum of ten active clients located in the United States of America with a minimum of 50 pay stations.
2. Proposer shall have legally operated in the United States of America for a minimum of five years.

Mobile Parking Payment System

1. Proposer shall have a minimum of ten active clients located in the United States of America.
2. Proposer shall have legally operated in the United States of America for a minimum of five years.

Background

The City has a contract with Municipal Parking Services, Inc. (MPS), which provides citation issuance and paid parking equipment. The City will issue a separate RFP for citation issuance and mobile LPR.

The following is a list of the City's paid parking inventory:

Type of Parking	Asset	Number of Spaces	Regulations
Garages	11 Mile	578	• Mon - Sat: First 2 hours are free. $0.75/hr thereafter. Max $7.50. Sun: Free. • ADA spaces • Monthly permits
	Center Street	1,025	
	Lafayette North[1]	517	
	Lafayette South[1]	451	
Surface Lots	P-1 (5th & Williams)	50	• Mon-Sat: 11 AM – 5 PM $0.75/hr. 5 PM-midnight $1.00/hr. Sun: Free • $5 daily Amtrak permit in Lot P-9. • 4 hr time limit • ADA spaces • Monthly permits in P-1, P-2, & P-7.
	P-2 (3rd & Williams)	61	
	P-3 (6th & Center)	50	
	P-5 (N. Center Lot)	104	
	P-7 (7th & Main North)	140	
	P-9 (Sherman & Williams)	120	
	P-10 (Police Station)	73	
	P-11 (Farmer's Market West)	41	
	P-12 (City Hall)	124	
	P-13 (Court)	9	

[1] The parking structures on Lafayette Avenue occasionally offer convenient flat fee rates when there are shows at the Stagecrafters Baldwin Theatre and the Royal Oak Music Theatre.

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	P-14 (Alley/Leo's)	15	
	P-15 (Alley Center/Post Office)	15	
	P-16 (Alley/Toyology)	20	
	P-17 (4th & Center)	6	
On-Street	CivicSmart Liberty Parking Meters	98	• 15 min grace period • Mon-Sat: 11 AM – 5 PM $1.25/hr. 5 PM-midnight $1.50/hr. Sun: Free • 3 hr time limit
	Duncan Eagle Parking Meters	143	
	MPS Sentry Spaces	726	

Twelve (12) Parking Enforcement Officers (PEO) currently utilize four (4) Samsung Galaxy S21 handheld devices and 4 Zebra ZQ511 printers for citation issuance. Parking enforcement operates Monday-Saturday from 7 AM to 11 PM.

Questions Bidders Must Submit Answers To

Pay by Plate Pay Stations

1. Provide an overview of the pay station hardware the Proposer offers.
2. Describe the options for refurbished (like new) parts. Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.
3. Describe the communication infrastructure, security, and capabilities.
4. Explain options for connectivity besides cellular data in their proposal.
5. Describe how the solution will handle offline data in their proposal.
6. Describe the graphic and/or touchscreen display.
7. Describe how a motorist will interact with the pay station utilizing buttons and screens, as well as any visual, audible, or tactile indication that a button has been pressed, as feedback to the motorist
8. Describe how the display and any physical buttons shall be operated after dark and in the event of sun glare.
    a. Provide real-life photos of the screen in direct sunlight and at nighttime.
9. Describe the process and features that enable special messaging, i.e., holiday, upcoming lot maintenance, and special event messages, which can be downloaded remotely, and how messaging will be shared with the MPP.
10. Describe how a pay station will allow the motorist to pay for a parking transaction at any pay station within a City-defined zone.
11. Describe how a pay station shall be programmed to accept extended payments within applicable City policy requirements.
12. The State of Michigan does not allow for the letter "O" in any of its license plate numbers. The letter "O" is substituted by the number "0". Describe any options within the pay stations system to prevent users from accidentally entering the letter "O."

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13. Describe the process and any additional fees associated with motorist payment extensions that may be integrated with the City's mobile payment provider or other payment methods, if applicable.
14. Describe motorist payment receipt options.
15. Describe in detail the step-by-step process of the Contractor's credit card acceptance procedure from when a motorist inserts their card to when the money is deposited in the City account.
16. Include the name of the Contractor's gateway processor (if using a third party) and the name of the gateway software (if applicable).
17. Describe the Subcontractors' PCI compliance and the process for staying compliant.
18. List all available merchant processor integrations available to the City.
19. Describe any alternative or future payment options, associated costs, or additional fees.
20. Describe the entire power system of the pay station.
21. Describe any alternative power options different from battery and solar power.
22. Contractors shall describe the locking system and any manual override process in case of power failure or electronic lock malfunction.
23. Describe any programmable access parameters, including restrictions for maintenance and collections.
24. Describe the pay station maintenance features and functions, including the list of components that may be replaced within 10 minutes of arrival at the pay station.
25. Provide an overview of the solution the Contractor offers, including a system architecture diagram.
26. Provide details on the cyber security and data protection policies and practices.
27. Describe all available rate structures, how rate schedules are built, and how the City can self-manage its rate schedules.
28. Describe the reporting package available to the City.
29. Describe the hardware and system warranty and any extended warranty options.
30. Describe any exceptions to the Contractor's hardware warranty terms.
31. Describe the Contractor's support services, including customer support availability on-line help features, Help Desk, and optional on-site support.
32. Describe the Contractor's project management team and process for implementation of their proposal.
33. Provide resumes for the team that will be assigned to the City.
34. Describe the scope of work and contractual relationship with any subcontractors included in the Contractor's proposal.
35. Describe the Contractor's hardware and software testing process, especially regarding third-party integrations.
36. Provide a project schedule from contract execution to installation. Include an accurate timeline for pay station delivery.
37. Describe the training methodology.
38. Describe how upgrades to the PSMS or other systems will be distributed, communicated, and implemented (e.g., appropriate staff training) during the contract term.
39. Identify any exceptions to the terms and conditions included in the City's sample agreement. The City may not consider exceptions not identified.

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40. OPTIONAL
    a. Describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images emphasizing similar installations and education introducing pay-by-plate pay stations and new paid parking policies.
    b. Describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.
    c. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.
    d. Describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.
    e. Describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.

Mobile Parking Payment System

1. Provide an overview of the customer capabilities.
2. Describe multiple payment options available, including voice, website (mobile responsive design), mobile SMS/texting, and smartphone application compatible with iOS and Android operating systems.
3. Describe mobile zone numbering sequences.
4. Describe any customizations available, including application colors and messaging/alerts.
5. The State of Michigan does not allow for the letter “O” in any of its license plate numbers. The letter “O” is substituted by the number “0”. Describe any options within the MPPS system to prevent users from accidentally entering the letter “O.”
6. Describe the process for handling customer complaints and refund requests.
7. Describe the different rate structures available.
8. Describe any parking validation programs.
9. Provide an overview of the solution the Contractor offers, including a system architecture diagram.
10. Provide details on the cyber security and data protection policies and practices.
11. Describe all available rate structures, how rate schedules are built, and how the City can self-manage its rate schedules.
12. Describe the reporting package available to the City.
13. Describe the hardware and system warranty and any extended warranty options.
14. Describe any exceptions to the Contractor’s hardware warranty terms.
15. Describe the Contractor’s support services, including customer support availability on-line help features, Help Desk, and optional on-site support.
16. Describe the Contractor’s project management team and process for implementation of their proposal.

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17. Provide resumes for the team that will be assigned to the City.
18. Describe the scope of work and contractual relationship with any subcontractors included in the Contractor's proposal.
19. Describe the Contractor's hardware and software testing process, especially regarding third-party integrations.
20. Provide a project schedule from contract execution to installation. Include an accurate timeline for pay station delivery.
21. Describe the training methodology.
22. Describe how system upgrades will be distributed, communicated, and implemented (e.g., appropriate staff training) during the contract term.
23. Identify any exceptions to the terms and conditions included in the City's sample agreement. The City may not consider exceptions not identified.
24. OPTIONAL
    a. Describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Proposer shall provide examples of prior successful implementations, including sample images, emphasizing similar installations and education introducing new paid parking policies.
    b. Describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.
    c. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.
    d. Describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.
    e. Describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.
    f. The ability to provide a single back-office system capable of managing rules, rates, and restrictions for multiple providers of MPPS services would allow visitors to the City who use other MPPS systems to use their preferred system for making payments at City parking locations. Under such a system, the Contractor would be the "System Integrator," and other companies would be "Partners." Proposers that may offer this capability should describe their experience with providing a back-office capable of supporting this functionality and provide sample pricing information.
    g. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure customer convenience. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to, a parking guidance application and other customer service features that can directly benefit the City.
    h. Explain what types of real-time payment data can be displayed on on-street single- and multi-space payment equipment and the impacts of displaying that equipment.

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EXHIBIT B

SCOPE OF SERVICE

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SCOPE OF SERVICES

1. Pay by Plate Pay Stations

1.1 Key Requirements

1.1.1 Pay stations must be able to store at least 10 different rate structures configurable by time of day, length of stay, and day of the week. The technology must allow for simultaneous rate structures to be deployed to different pay stations including static/fixed rates and fixed and escalating hourly rates.

1.1.2 Pay station shall accommodate a pre-payment option (payments made in advance of operating hours).

1.1.3 Pay station technology must be simple to understand and easy to use.

1.1.4 Motorist shall be able to complete a transaction in as few steps/screens as possible.

1.1.5 All technology included in the solution must be reliable, easy to maintain, and secure.

1.1.6 Pay station shall include a large screen to display relevant policy and parking information, rather than using signs or decals posted on the hardware. A touch screen is preferred by the City as the main interface for the motorist. Pay station shall be able to electronically display the following to the motorist with minimal effort:

1.1.6.1 Rate Options

1.1.6.2 Days and hours of operation

1.1.6.3 Motorist instructions

1.1.7 All technology, equipment, and systems shall be ADA-compliant to the latest state and federal standards at the time of proposal submission, including all related specifications from Public Right-of-Way Accessibility Guidelines adopted on July 3, 2024.

1.1.8 All materials and components of the pay station shall be new (the most current model or version), unused, and not refurbished. The Contractor may submit the option for use of refurbished (like new) parts, in which case, the Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.

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1.1.9 Pay station shall have a modular design. Components shall be able to be quickly changed in the field and, to the extent possible, interchangeable between pay stations.

1.1.10 All Pay station electronic components, connections and wiring shall be fully weatherproofed and capable of outdoor use.

1.1.11 Pay station shall be weather, rust, and graffiti resistant and shall be made of stainless steel or an equivalent material.

1.1.12 Pay station shall have additional lighting or illumination for after dark usage and limit the effects of sun glare.

1.1.13 Pay station shall wirelessly communicate usage, payment status, pay station access and maintenance alert data in real-time though a vendor provided cellular plan.

1.1.14 Pay station shall be managed by a web-based parking management system or pay station management system (PSMS).

1.1.15 Pay station and PSMS shall include easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of pay stations.

1.1.16 Pay station and all components shall be warranted to operate as proposed within a temperature range of negative 15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.

1.2 Wireless Two-Way Communications

1.2.1 Pay station shall be equipped with a modem, antenna, and the required software to support wireless communications.

1.2.2 The wireless service will be supplied by the Contractor who shall be responsible for maintaining and updating the service to ensure system uptime in excess of 99% during parking hours of operation.

1.2.3 The wireless communication service and related modem (or other equipment) shall be viable for at least six years from the date of the equipment's delivery.

1.2.3.1 After six years, if at no fault of the Contractor, the cellular carrier cancels the available service, Contractor will provide written notification to the City at least one year in advance of the cancellation and provide support to the City for upgrading the pay station at the lowest possible cost with a service that will be viable for at least six additional years.

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1.2.3.2 If the communication service is cancelled prior to six years from equipment delivery, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.

1.2.3.3 If at any time during the agreement communication service cancellation or degradation is determined to be the fault of the Contractor, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.

1.2.4 Pay station shall have the ability to select from different cellular carriers that may be best for different locations.

1.2.5 Contractor will identify the likely cellular carrier(s) to be used for service and the process of determining reliability of signal coverage.

1.2.6 Contractor will provide options for connectivity besides cellular data; e.g., hardwired, fiber, Wi-Fi, etc.

1.2.7 Pay station transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries.

1.2.8 In the case of communication outages (offline), the pay station shall be capable of storing transactions (as allowed by EMV standards), events and alarms for at least seven days, until communication is restored, at which point the data shall be transmitted to the back-office system.

1.3 Pay Station Display

1.3.1 Display shall be easy to read under various daytime and nighttime lighting conditions, including fog, direct sunlight, and at various angles.

1.3.2 Display shall be lit and will be large enough to legibly display all necessary operating status messages to users and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent, as applicable) configuration and not cause excessive battery drain.

1.3.3 Display shall be scratch and impact resistant.

1.3.4 Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.

1.3.5 Display shall allow for the option to inform motorist of expiration of their paid parking session.

1.3.6 Motorists shall be able to select their rate option prior to submitting payment in order for the pay station to translate the amount due and inform the motorist of the payment value.

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1.3.7 Display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the PSMS and communicate wirelessly to the pay station at least once per day. The City shall have the ability to change or adjust the graphic display independent of Contractor support and there shall be no additional costs for these types of adjustments.

1.3.8 Display shall have the ability to display special messaging.

1.3.9 Display shall clearly communicate instructions and error messages to the motorist. Where possible, alphanumeric and graphical representation is preferred. At a minimum, the display shall be capable of providing the following information:

1.3.9.1 Rates

1.3.9.2 Days and hours of pay station operation

1.3.9.3 Related parking regulations

1.3.9.4 Card Read Error – Communicating if a motorist's card was not appropriately read by the pay station.

1.3.9.5 Coin Payment Unavailable – Communicating that coin payment is unavailable as a payment method.

1.3.9.6 Bill Payment Unavailable – If applicable, communicating that bill payment is unavailable as a payment method.

1.3.9.7 Card Payment Unavailable – Communicating that bank card payment is unavailable as a payment method.

1.3.9.8 Card Payment Declined – Communicating that the provided bank card was declined and to use another payment method.

1.3.9.9 Out of Order – Communicating that the pay station is fully out of order.

1.3.9.10 Receipt Unavailable – If applicable, communicating that a printed receipt is unavailable.

1.3.9.11 Customizable messages as dictated by the City on one or more screens.

1.3.9.12 Customizable messages notifying the motorist of other payment options (example – text-to-pay or mobile payment) on one or more screens.

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1.4 Pay Station User Interface

1.4.1 Any pay station buttons, touch screens or physical touch points must be vandal resistant, weatherproof, and corrosion resistant.

1.4.2 Any pay station buttons shall include a lighting feature so that a motorist can easily find the button in low light scenarios.

1.4.3 Any pay station buttons, touch screens or physical touch points shall be easily maintained and replaced as needed.

1.5 Payments

1.5.1 Pay station must allow payment through multiple channels, including coin, cash, and bank card. Near Field Communication (NFC) payment (including contactless bank cards, Apple Pay and Google Pay) shall be supported. The City shall have the option to order any number of pay stations in any payment configuration

1.5.2 Pay station shall accept monies through a jam-resistant coin, bill and bank card interface.

1.5.3 Pay station shall accept all $0.05, $0.10, $0.25 and $1 coins in active circulation.

1.5.4 If applicable, pay station shall accept all $1, $5, $10, and $20 bills in active circulation.

1.5.5 Monies must be deposited directly into, and stored in, secured containers in the pay station's vault area.

1.5.6 Monies must be easy to collect, being able to be completed in two minutes or less.

1.5.7 All collection activities should include events reported to the PSMS.

1.5.8 Pay station collection receipt printing shall be optional, allowing for removal of specific revenue information from the printed receipt or on-screen details.

1.5.9 Maintenance personnel must be able to easily clear coin or bills jams without special tools and accessing the coin or bill vault.

1.5.10 Pay station must allow the motorist to pay for a parking transaction at any pay station within a City defined zone.

1.5.11 Pay station will have the ability to allow the addition of time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking location.

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1.5.11.1 Add time feature must be integrated with the mobile and text-to pay payment system to prevent meter feeding beyond the City's maximum time limits.

1.5.12 Pay stations shall be programmed to accept extended payment within applicable City policy requirements.

1.5.13 Pay Station shall allow for multiple motorist payment receipt options, including, but not limited to, print options, receipt by text, or no receipt.

1.5.14 Contractor, the pay station, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)) as applicable.

1.5.15 Pay station bank acceptance system will allow and compliant with EMV payments.

1.5.16 Contractor will provide a payment gateway for processing of bank cards which is capable of processing Visa, Mastercard, American Express and Discover.

1.5.17 Contractor will integrate the City's current merchant process, First Data Reporting Systems.

1.6 Clock

1.6.1 Pay station must have a 365-day calendar real-time clock that completes a time-sync with the server at least once every 24 hours.

1.6.2 Pay station will either retain the time settings during battery replacements or servicing or will accurately reset the time settings without losing prior programming within one minute of restart.

1.6.3 Pay station clock shall be programmable at least one year in advance for automatic daylight savings time changes and shall support any State/Federal changes to Daylight Savings Time.

1.6.4 Pay station clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).

1.6.5 Time of day and date shall be available to be viewed in the maintenance screens.

1.7 Pay Station Power

1.7.1 Pay stations must have the capacity for power by a rechargeable (or equivalent) battery.

1.7.2 Pay station must include solar recharging capability.

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1.7.3 Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 2 minutes and without the use of any specialized tools.

1.7.4 Batteries shall be able to be recharged outside of the pay station.

1.7.5 For environmental reasons, Nickel-Cadmium batteries shall not be used to power the pay stations.

1.7.6 When battery voltage falls below a minimum threshold, the pay station will generate an alert prior to the pay station going out of service.

1.7.7 Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.

1.7.8 Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the PSMS.

1.7.9 All locally stored pay station data will be retained during battery replacement and battery failures for at least seven days.

1.7.10 Contractor shall guarantee a life of at least five years for a battery under normal use. Contractor shall provide training on proper battery care and maintenance to maximize the life of a battery.

1.7.11 Upon end of life of a battery, after 5 years, Contractor shall support the City in the replacement of the battery.

1.8 Pay Station Security

1.8.1 Pay stations shall have high security locks for all housing and cabinet doors.

1.8.2 Cash vault areas of the pay station shall not be accessible from the maintenance compartment and access shall require separate keys.

1.8.3 Vault area will be resistant to vandalism, theft, and other attacks to remove or disable the vault.

1.8.4 Exterior locks shall be internally or flush mounted to reduce visibility to the public.

1.8.5 Exterior locks shall be weather resistant to prevent rust and access of liquid inside the pay station.

1.8.6 Exterior locks shall be uniquely keyed for the City, whereas no other client will have the same combination.

1.8.7 Pay stations shall be resistant to vandalism, theft and other attacks.

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1.9 Maintenance

1.9.1 Pay station shall be able to be fully maintained by City staff or its designee.

1.9.2 The following major components shall be able to be replaced by a trained technician within 10 minutes of arrival at the pay station:

1.9.2.1 Coin acceptor

1.9.2.2 Bill acceptor (if applicable)

1.9.2.3 Bank card reader

1.9.2.4 Main board (CPU)

1.9.2.5 Printer

1.9.2.6 Battery

1.9.3 Any other pay station component shall be replaceable by a training technician within a reasonable time period.

1.9.4 Any special tools required for maintenance that are not easily available at a standard hardware store will be provided by the Contractor.

1.9.5 Pay station display shall include a maintenance menu, accessible only by credentials available to a maintenance technician.

1.9.6 Pay station maintenance menu shall include the following capabilities:

1.9.6.1 View current status of the pay station

1.9.6.2 View current events, alerts and/or alarm

1.9.6.3 View current battery voltage

1.9.6.4 Test all available components

1.9.6.5 Print test receipt, if applicable

1.9.6.6 Test communication to the PSMS

1.10 Pay Station Management System

1.10.1 The Proposer shall provide and maintain a Pay Station Management System (PSMS) for the term of the contract.

1.10.2 PSMS shall be hosted by the Contractor, or their subcontractor. Contractor shall maintain full responsibility, contractually or otherwise, for any third-party systems or hosting provided as part of this Proposal.

1.10.3 PSMS must provide secure, web-based back-office system including modules for the following:

1.10.3.1 Real time status of all pay stations

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1.10.3.2 Real time and historical events, alert, alarm, and outage data

1.10.3.3 Real time and historical payment transaction data including search and look up capabilities

1.10.3.4 Pay station management features including rate policies, display updates and more

1.10.3.5 Detailed collection reporting to allow for accurate reconciliation of collected cash

1.10.3.6 Detail bank card processing report to allow for accurate reconciliation of bank card transactions

1.10.3.7 Standard and customized reporting capabilities including the ability to create custom templates for future use.

1.10.4 PSMS shall allow the City to track events, alerts and alerts from initiation at the pay station to the closing of such items once repaired in the field.

1.10.5 PSMS shall provide the ability to identify pay stations by descriptions, address, and zones. Mapping functionality is a desirable feature.

1.10.6 PSMS shall easily indicate pay station status and send configuration events, alerts and alarms to designated personnel via email and text.

1.10.7 PSMS shall provide real-time verification of parking spaces payment status for enforcement purposes.

1.10.8 PSMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.

1.10.9 PSMS and pay station shall include the ability to program and display different rate schedules by time of day, length of stay, and day of the week, including dynamic and progressive rate structures for peak occupancy periods.

1.10.10 Contractor rate schedules shall be integrated or replicated with other City parking payment systems, such as mobile payment, if applicable, to ensure consistent and accurate rate schedules.

1.10.11 City staff shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.

1.10.12 PSMS shall include a customizable dashboard that allows the City to display relevant analytics associated with the paid parking program including occupancy data, revenue, and equipment performance.

1.10.13 Contract shall offer the ability to integrate data from third-party systems into the PSMS allowing for a centralized reporting system and inclusion of the

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data in the dashboard display. Integrations will include, at a minimum, other paid parking technologies for both on and off-street operations.

1.10.14 PSMS shall allow for reports to be exported as Excel, CSVs and/or PDF files.

1.10.15 PSMS shall schedule any batch style reporting to occur on demand or by 5am daily, if applicable.

1.11 Warranty & Contract Support

1.11.1 Contractor shall include a minimum of a one-year hardware warranty.

1.11.2 Contractor shall provide a warranty on all software and system solutions for the contract term.

1.11.3 Hardware warranty shall be effective on the same day for all pay stations included in the initial order, becoming effective on the last day of installation of the pay station implementation or 90 days from delivery of all pay stations, whichever comes first.

1.11.4 For any subsequent orders, the hardware warranty shall be effective on the date of delivery.

1.11.5 Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Eastern Time Zone, seven days per week (excluding holidays).

1.11.6 Contractor's Help Desk and related staff shall be located in the United States of America.

1.11.7 Contractor shall provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the entire system.

1.11.8 Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated on a regular basis.

1.11.9 Contractor shall utilize a ticket tracking system to open, track and close support requests from the City.

1.11.10 The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.

1.11.11 Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades.

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1.11.12 Requests for Quotations for parts, equipment or service from the City must be fulfilled within three business days.

1.11.13 Return Merchandise Authorization (RMA) requests from the City must be addressed within three calendar days. Upon return of equipment to the Contractor, the RMA must be processed and return equipment shipped within 14 days and/or a status update as to the expected time of arrival (ETA).

1.11.14 Shipment of the RMA to the Contractor will be at the cost of the City. Shipment of the return equipment will be at the cost of the Contractor.

1.11.15 RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within regular business hours.

1.12 Project Management

1.12.1 Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery and installation portion of the contract who will be responsible for, including but not limited to:

1.12.1.1 Project oversight and delivery of the system.

1.12.1.2 Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation.

1.12.1.3 Coordinating efforts with the City and any subcontractors.

1.12.1.4 Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues.

1.12.1.5 Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.

1.12.2 Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.

1.12.3 Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.

1.12.4 Contractor shall test all hardware, software and systems prior to delivery to the City.

1.12.5 Contractor shall develop a training plan for review and approval by the City.

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1.13 Training

1.13.1 Contractor shall provide a training plan that includes, but is not limited to, installation, troubleshooting, repairs, preventative maintenance, revenue reconciliation, and reporting. The training plan shall include:

1.13.1.1 Types of training course with a target audience

1.13.1.2 Description of course

1.13.1.3 Length of course

1.13.1.4 Method of training (video conference, in person, etc)

1.13.1.5 Prerequisites for the training course

1.13.2 Contractor training must include, at a minimum, the following City personnel: operations, maintenance, customer support, administration, and finance.

1.13.3 Training will occur in person or via video conference as is most appropriate for the topic. At a minimum, Contractor will provide at least two days of onsite/in person training for operations and maintenance.

1.13.4 Training will be provided by qualified experts from the Contractor.

1.13.5 The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.

1.13.6 The City may request additional training sessions in person. The Contractor will provide a quote for services within one week, and perform that training within four weeks, of the City's request.

1.13.7 Contractor will provide necessary training to the City for any new, upgraded or additional functionality provided during the term of the contract.

1.13.8 Contractor shall supply, and keep current, digital copies of all operating, training, maintenance, repair and user's manuals, which include detailed instructions for pay station and system usage.

1.14 Work Order Management (Optional)

1.14.1 The following is a list of requirements for the Work Order Manager Solution:

1.14.2 PSMS shall include a work order management system (WOMS).

1.14.3 WOMS shall automatically create maintenance work order tickets generated by pay stations events, alerts or alarms.

1.14.4 WOMS shall route work orders automatically to the City assigned contacts via email and text.

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1.14.5 WOMS shall allow for manual ticket creation for any reason and route for use by maintenance, customer service, City management and more.

1.14.6 WOMS shall provide for the entire life cycle of a ticket including creation, routing, addition of comments/notes, and closing.

1.14.7 WOMS shall provide a mobile application or mobile compatible website for in field entry and activity.

1.14.8 WOMS shall include reporting functionality that allows management to review ticket history and statistics.

1.15 Installation

1.15.1 Contractor will be responsible for pay station installation at specific locations identified by the City. The Contractor's price will include all costs associated with the activity.

1.15.2 The City will be responsible for a storage location within the City limits for pay station delivery and provide reasonable access to the facility Monday through Friday during business hours.

1.15.3 The City will be responsible for removing an existing pay station or meter infrastructure prior the installation by the Contractor.

1.15.4 Contractor will provide one in person, onsite walk-through where the Contractor's Project Manager and a City representative will review each installation site. The Contractor will issue a report listing the details (address, GPS coordinates, etc.) and status of each location with two weeks of the site visit for City review and approval.

1.15.5 Contractor will provide all personnel, tools, equipment, unpacking, assembly, programming, or otherwise as required for installation.

1.15.6 Contractor will provide pay station transportation between the storage facility and the installation locations.

1.15.7 The City will be responsible for preparing each site for installation prior to Contractor kicking off installation, including any concrete remediation.

1.15.8 The Contractor will provide no less than two technicians working together to complete the installations at a rate of no less than 5 to 10 pay stations per day.

1.15.9 Upon completion, Contractor staff will thoroughly test each pay station and provide documentation of the successful installation and confirmation that each pay station is operating to specification. Review and confirmation of each report by the City will result in acceptance of said pay station.

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1.16 System and Security Requirements

1.16.1 The Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.

1.16.2 Computers that access the System shall not require special software packages or "client" software. Any computer shall access the System through a standard web browser without plug-ins or other components.

1.16.3 The Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.

1.16.4 The Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.

1.16.5 The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. The Contractor's security for the System and all connections thereto shall conform to current industry best practices.

1.16.6 The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.

1.16.7 All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.

1.16.8 The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.

1.16.9 The System shall provide full system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.

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1.16.10 System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.

1.16.11 Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.

1.17 PCI Compliance

1.17.1 The Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.

1.17.2 As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.

1.17.3 Proposers shall provide an Attestation of Compliance (AoC) as a declaration of compliance status with PCI DSS.

1.18 Data Requirements

1.18.1 The City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct, derived, calculated, or modeled.

1.18.2 The Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five years after its termination.

1.18.3 The Contractor shall deliver copies of all System data upon request of the City or its designee and upon the termination of the Agreement in a format mutually agreed upon by both parties.

1.18.4 The Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.

1.18.5 If the successor contract is awarded to another firm after the termination of the contract for any reason resulting from this RFP, the Contractor must develop and implement a Data Conversion Plan with the City or its designee.

1.19 Integration Requirements

1.19.1 The City assumes and requires that the Contractor's solution, which may include one or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.

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1.19.2 The Contractor shall utilize open-source APIs that allow for current and future integration with third parties.

1.19.3 The Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.

1.19.4 The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.

1.19.5 Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.

1.19.6 Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.

1.19.7 Batch data transfer may be considered for specific integrations at the sole discretion of the City.

1.19.8 The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.

1.19.9 The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.

1.19.10 If two or more Contractors cannot agree on the methodology used for any integration, the City will select the method most advantageous for the City.

1.19.11 The Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.

1.20 Standard Integrations

1.20.1 The pay stations shall integrate with:

1.20.2 License Plate Recognition System

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1.20.3 Mobile or Text-to-Pay Payment System (to prevent meter feeding)

1.21 Other Services (Optional)

1.21.1 With the implementation of new paid parking technology public awareness and education is important to any successful parking management program. Proposers shall describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Proposers shall provide examples of prior successful implementations, including sample images, emphasizing similar installations and education introducing pay by plate pay stations and new paid parking policies.

1.21.2 The City may consider an option for a merchant validation program to enhance the motorist experience. Proposers shall describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.

1.21.3 The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.

1.21.4 The City is interested in additional incentive options. Proposers should describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.

1.21.5 The City may consider merchant processing services provided by the Contractor. Proposers should describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.

1.22 Liquidated Damages

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Contractor's proposal. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout the Contractor's proposal and in line with the City's requirements.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Contractor by the City during a one-year period except in the initial 12-month period of this Agreement, where liquidated damages shall be limited to 30% of the amount paid or due to Contractor by the City during the initial 12-month period of this Agreement. The Contractor agrees to pay (or provide invoice credit) these amounts to the City as set forth:

1.22.1 PSMS or Bank Card Processing Failure: Any failure of the PSMS or bank card processing solution provided by the Contractor that prevents the processing of bank cards and the collection of related revenue shall result in damages

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of $500 per 24 hour period. City shall provide Contractor with 12-hour notice to respond and repair the failure prior to being entitled to this liquidated damage.

1.22.2 Systemic Hardware Issue: Any hardware failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have 10 calendar days to correct the hardware failure, up to and including specific component replacement, prior to the City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.

1.22.3 Systemic Software Issue: Any software failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies or charge motorists the correct amount shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have one business day (24 hours) to correct the failure prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.

1.22.4 PCI Data Security Failure: Failure of Contractor to maintain Payment Card Industry ("PCI") Data Security Standard Certification, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar day thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

1.22.5 Cash Reconciliation Accuracy: Any failure of the Contractor's solution that results in a 3% or greater variation between the actual collected funds versus the pay station/PSMS reported funds shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have seven business days to correct the failure, if determined that Contractor is at fault, prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in identifying and correcting the failure.

1.22.6 RMA Fulfillment: Any failure to process and ship an RMA or provide notification to the City with reasonable explanation for delay, within 14 days of the receipt of the shipment from the City shall result in damages of $100 per day until the return RMA shipment is received by the City. The first occurrence of this failure will result in a written warning by the City with no

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damages applied. Any subsequent failures will incur this liquated damage without notice being required by the City.

2 Mobile Parking Payment System (MPPS)

2.1 Customer Capabilities

2.1.1 The customer should be able to create/edit/update an account or register to use the MPPS. Registration items may include name, license plates, preferred payment method(s), and mobile phone number.

2.1.2 An account registration shall have the ability to support a minimum of four license plates for any user. The MPPS shall allow a plate to be registered on more than one account.

2.1.3 The MPPS should allow customers to complete an online transaction as a guest and not require an application download or new account creation.

2.1.4 Payment shall be allowed through multiple options, including voice, website (mobile responsive design), mobile SMS/texting, and smartphone application compatible with iOS and Android operating systems.

2.1.5 The MPPS shall suggest a zone number to customers by using GPS within the customer's device (unless it would cause confusion because multiple zones may be within the GPS' margin of error) but allow for override in case customer is making a payment from another location.

2.1.6 The MPPS shall allow customers to pay for a specific period of parking time with a single call or action.

2.1.7 The MPPS shall provide a customer option to be informed via text, email, or application notification prior to the expiration of their parking session.

2.1.8 The MPPS shall allow purchase of additional parking time (but not past the maximum time allowed for that specific parking space or zone).

2.1.9 The MPPS shall be capable of providing a "lockout" period, restricting the customer from beginning another parking session in the same space or zone until after a specified period of time has passed.

2.1.10 The MPPS shall not allow purchase when desired time includes restricted parking periods (i.e., space/zone closures, and temporary no parking zones).

2.1.11 The MPPS shall allow customers to contact Contractor with complaints and for refund requests. Proposers shall describe the refund investigation/resolution process and indicate how City approval is solicited and how refunds are applied.

2.1.12 The MPPS must have a mobile responsive website that works on most older devices and that can be accessed by computer.

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2.1.13 Any convenience fee, established with the City for this implementation, must be clearly communicated to the customer, and Contractor must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.). All intended fees shall be disclosed in the Cost Proposal.

2.2 Configuration Capabilities

2.2.1 The MPPS should be able to support different rate structures that are configurable by time of day, length of stay and day of the week. These may include dynamic and progressive rate structures for peak occupancy periods.

2.2.2 The City shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.

2.2.3 The MPPS should be able to support the configuration of City parking rules such as City holidays, “no parking” times, notifications to groups of City customers based on various criteria, and alerts.

2.2.4 The MPPS should allow different rule sets at different locations, as rates, operating hours, holidays, and ability to extend sessions may vary between locations.

2.2.5 The MPPS should support prepayment timeframes.

2.2.6 The MPPS shall support automatic changes due to Daylight Savings Time and support any State/Federal changes to Daylight Savings Time.

2.2.7 The MPPS should be able to provide a validation program, that could include special events and merchant participation throughout the City or in specific zones, should the City choose to enable this service.

2.2.8 The MPPS should allow rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any System downtime.

2.2.9 The MPPS should allow rates and schedules to be programmed prior to the effective date and time, to go into effect automatically at that date and time.

2.2.10 The MPPS shall conform to a zone and/or space numbering sequence as defined by the City. As the MPPS will be one component in the City’s overall parking strategy, the City may require a specific numbering sequence be used by all components.

2.2.11 Contractor shall provide integration with existing and future paid parking management and enforcement systems selected by the City at no additional cost. Additionally, Contractor shall provide integration, via APIs, with any management, inventory, or reporting systems as directed by City.

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2.3 Warranty & Contract Support

2.3.1 Contractor shall provide a warranty on all software and system solutions for the contract term.

2.3.2 Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Eastern Time Zone, seven days per week (excluding holidays).

2.3.3 Contractor's Help Desk and related staff shall be located in the United States of America.

2.3.4 Contractor shall provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the entire system.

2.3.5 Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated on a regular basis.

2.3.6 Contractor shall utilize a ticket tracking system to open, track and close support requests from the City.

2.3.7 The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.

2.3.8 Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades.

2.4 Project Management

2.4.1 Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery and installation portion of the contract who will be responsible for, including but not limited to:

2.4.1.1 Project oversight and delivery of the system.

2.4.1.2 Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation.

2.4.1.3 Coordinating efforts with the City and any subcontractors.

2.4.1.4 Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues.

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2.4.1.5 Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.

2.4.2 Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.

2.4.3 Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.

2.4.4 Contractor shall test all systems prior to delivery to the City.

2.4.5 Contractor shall develop a training plan for review and approval by the City.

2.5 Training

2.5.1 Contractor shall provide a training plan that includes, but is not limited to, troubleshooting, revenue reconciliation, and reporting. The training plan shall include:

2.5.1.1 Types of training course with a target audience

2.5.1.2 Description of course

2.5.1.3 Length of course

2.5.1.4 Method of training (video conference, in person, etc)

2.5.1.5 Prerequisites for the training course

2.5.2 Contractor training must include, at a minimum, the following City personnel: operations, customer support, administration, and finance.

2.5.3 Training will occur in person or via video conference as is most appropriate for the topic.

2.5.4 Training will be provided by qualified experts from the Contractor.

2.5.5 The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.

2.5.6 The City may request additional training sessions in person. The Contractor will provide a quote for services within one week, and perform that training within four weeks, of the City's request.

2.5.7 Contractor will provide necessary training to the City for any new, upgraded or additional functionality provided during the term of the contract.

2.5.8 Contractor shall supply, and keep current, digital copies of all operating, training and user's manuals.

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2.6 System and Security Requirements

2.6.1 The Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.

2.6.2 Computers that access the System shall not require special software packages or "client" software. Any computer shall access the System through a standard web browser without plug-ins or other components.

2.6.3 The Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.

2.6.4 The Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.

2.6.5 The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. The Contractor's security for the System and all connections thereto shall conform to current industry best practices.

2.6.6 The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.

2.6.7 All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.

2.6.8 The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.

2.6.9 The System shall provide full system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.

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2.6.10 System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.

2.6.11 Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.

2.7 PCI Compliance

2.7.1 The Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.

2.7.2 As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.

2.7.3 Proposers shall provide an Attestation of Compliance (AoC) as a declaration of compliance status with PCI DSS.

2.8 Data Requirements

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2.8.3 The Contractor shall deliver copies of all System data upon request of the City or its designee and upon the termination of the Agreement in a format mutually agreed upon by both parties.

2.8.4 The Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.

2.8.5 If the successor contract is awarded to another firm after the termination of the contract for any reason resulting from this RFP, the Contractor must develop and implement a Data Conversion Plan with the City or its designee.

2.9 Integration Requirements

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2.9.2 The Contractor shall utilize open-source APIs that allow for current and future integration with third parties.

2.9.3 The Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.

2.9.4 The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.

2.9.5 Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.

2.9.6 Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.

2.9.7 Batch data transfer may be considered for specific integrations at the sole discretion of the City.

2.9.8 The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.

2.9.9 The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.

2.9.10 If two or more Contractors cannot agree on the methodology used for any integration, the City will select the method most advantageous for the City.

2.9.11 The Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.

2.10 Standard Integrations

2.10.1 The system shall integrate with:

2.10.2 License Plate Recognition System

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2.10.3 Pay stations (to prevent meter feeding)

2.11 Other Services (Optional)

2.11.1 With the implementation of new paid parking technology public awareness and education is important to any successful parking management program. Proposer shall describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Proposer shall provide examples of prior successful implementations, including sample images, emphasizing similar installations and education introducing pay by plate pay stations and new paid parking policies.

2.11.2 The City may consider an option for a merchant validation program to enhance the motorist experience. Proposer shall describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.

2.11.3 The City is interested in innovation and value-added services. Proposers should describe any enhanced services and features that are available to the City currently or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.

2.11.4 The City is interested in additional incentive options. Proposers should describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.

2.11.5 The City may consider merchant processing services provided by the Contractor. Proposers should describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.

2.11.6 The ability to provide a single back-office system capable of managing rules, rates, and restrictions for multiple providers of MPPS services, which would allow visitors to the City who use other MPPS systems to use their preferred system for making payments at City parking locations. Under such a system, the Contractor would be the “System Integrator,” and other companies would be “Partners.” Proposers that may offer this capability should describe their experience with providing a back-office that is capable of supporting this functionality and provide sample pricing information.

2.11.7 A parking reservation system. Proposers should describe any enhanced services and features that are available to the City currently or in the near future and how these services and features would be integrated to ensure customer convenience. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to a parking guidance

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application and other customer service features that can directly benefit the City.

2.11.8 Real-time payment display, subject to capabilities of the City's future on-street parking technology. Proposers shall explain what types of real-time payment data can be displayed at on-street single- and multi-space payment equipment, and the impacts of displaying that equipment.

2.12 Liquidated Damages

5.12 Liquidated Damages

The following are the proposed liquidated damages that would be incorporated into any final agreement and should be considered in Contractor's proposal. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout the Contractor's proposal and in line with the City's requirements.

Both parties will agree that the annual liquidated damages shall be limited to the amount paid or due to Contractor by the City during a one-year period except in the initial 12-month period of this Agreement, where liquidated damages shall be limited to 30% of the amount paid or due to Contractor by the City during the initial 12-month period of this Agreement. The Contractor agrees to pay (or provide invoice credit) these amounts to the City as set forth:

2.12.1 Failure of MPPS. A failure of the MPPS that results in either no payment transactions being accepted, accepting payment when parking is not charged or is not allowed, or application of the wrong rates shall result in damages of $200.00 per day (each 24-hour period) per each affected payment zone. City shall provide Contractor with 24 hours' notice to respond and cure prior to being entitled to liquidated damages.

2.12.2 PCI Data Security Failure. Failure of Contractor to maintain Payment Card Industry ("PCI") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty- eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.

2.12.3 Accuracy. The City will issue a written warning to Contractor if the MPPS fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a system error. The Contractor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days,

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the Contractor shall be subject to damages of $200 per day until the failure is cured.

2.12.4 Response Time. The City will issue a written warning to Contractor if Contractor's staff does not respond to support requests or inquiries from the City within the timelines established in the Scope of Services. City will assess liquidated damages of $100 per occurrence, after the second time the City has provided written warning to Contractor.

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EXHIBIT C

SELLER'S PROPOSAL

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ParkMobile™
PART OF EASYPARK GROUP



Royal Oak
Life Now Playing

RFP - Paid Parking

April 2, 2025

John Evans
Regional Sales Director
John.Evans@ParkMobile.io
(708) 466-0009

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April 2, 2025

City of Royal Oak
203 S Troy Street
Royal Oak, MI 48067

RE: Response to the City of Royal Oak's RFP for Paid Parking

ParkMobile is excited to submit this proposal in response to the City of Royal Oak's RFP for Paid Parking. The City of Royal Oak's RFP is an exciting opportunity for ParkMobile and our sister company Flowbird to showcase our comprehensive smart mobility solutions, including the ParkMobile mobile payment system and Flowbird's parking pay stations, as a unified force in the industry.

We have a proven track record of successful parking and mobility programs across the US, including over 900 municipalities. Our solutions and expertise will allow the City of Royal Oak to optimize parking operations, enhance user experiences, and achieve its smart city goals.

Flowbird: Global Expertise in Urban Mobility

- **Global Reach**: Flowbird is a global leader in urban mobility solutions, with a presence in over 5,000 cities worldwide. Flowbird specializes in parking pay stations and integrated urban mobility solutions.
- **US Municipal Experience**: Flowbird's municipal presence in the US is extensive, with a presence in over 900 cities nationwide.
- **Users**: Flowbird's pay stations see over 80 million system users per week
- **Secure Infrastructure**: Flowbird maintains PCI-DSS Level 1 compliance to ensure payment security.
- **Leaders in Innovation**: Flowbird invests $25 million annually in research and development, a testament to our commitment to innovation.

ParkMobile: Driving Digital Parking Innovation

- **Users:** ParkMobile has over 65 Million Users. ParkMobile adds 1 Million New Users every 30-40 days. Within the State of Michigan, ParkMobile has over 1.3 million users and has processed more than 14 million transactions since initially launching in the State.
- **Transactions**: ParkMobile averages over 370,000 daily transactions and 12 Million monthly transactions. We are also the largest processor of credit card transactions under $10 of any company in the United States
- **Adoption**: ParkMobile has the highest adoption in the industry. ParkMobile's playbook connects effective marketing and signage to the largest network in the United States to increase true adoption levels.

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- **High Availability Infrastructure**: ParkMobile's platform boasts an industry-leading uptime of 99.9%. We use top-notch monitoring tools to address and resolve issues quickly.
- **Integrations**: ParkMobile connects the parking and transportation ecosystem with over 100 active integrations in enforcement, meters, LPR, PARCS, merchant processors, event handhelds, and much more.

Combined Benefits for the City of Royal Oak

Together, ParkMobile and Flowbird create a dynamic synergy that delivers innovative products, unparalleled reach, and data-driven insights to our clients. Our combined expertise and resources will provide the City of Royal Oak with a streamlined and effective parking experience.

Specifically, our integrated solution for the City of Royal Oak combines the ParkMobile mobile parking payment platform with Flowbird's CWT pay stations, which will provide the City with consolidated reporting and access to invaluable parking data.

Commitment to the City of Royal Oak

The ParkMobile/Flowbird team is dedicated to providing the City of Royal Oak with the highest level of service, responsiveness, and innovative solutions. Our mission statement, "Together, we make cities more livable," perfectly encapsulates our joint company vision and highlights the importance of collaboration. We are committed to working closely with the City of Royal Oak to ensure that our solutions meet your unique needs and support your goals for a more efficient, convenient, and sustainable parking experience that will enhance livability for all.

Should you have any questions, please do not hesitate to contact John Evans, Regional Sales Director, via email at john.evans@parkmobile.io or phone at (708) 466-0009.

Sincerely,



David Holler
VP, Sales
ParkMobile, LLC

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ParkMobile and Flowbird: Unified Leaders in Smart Mobility Solutions

EasyPark Group stands as a global leader in digital parking and mobility solutions, empowering drivers and cities with seamless experiences. Through the strategic acquisitions of ParkMobile and Flowbird, EasyPark Group has solidified its position as the premier provider of a unified, end-to-end parking ecosystem. We are committed to simplifying urban mobility, enhancing accessibility, and driving innovation across the entire parking value chain.



ParkMobile is proposing a comprehensive solution consisting of the ParkMobile mobile payment system, Flowbird parking pay stations, and related services. ParkMobile is responsible for delivering the solution and will be the single point of contact for the City.

Together, we make cities more livable.

The integration of ParkMobile's leading mobile parking payment platform and Flowbird's robust parking hardware and management systems into the EasyPark Group portfolio creates an unparalleled synergy.

The key benefits of ParkMobile and Flowbird being part of the EasyPark family are:

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- **Comprehensive Coverage**: A seamless blend of mobile payment, on-street and off-street parking management, and hardware solutions, covering all aspects of the parking solution.
- **Enhanced User Experience**: A single, intuitive platform that simplifies parking payments and management for drivers and operators.
- **Scalable Solutions**: Flexible and adaptable solutions tailored to the specific needs of cities, municipalities, parking operators, and private businesses, regardless of size or complexity.
- **Data-Driven Insights**: Powerful analytics and reporting tools that provide valuable insights into parking utilization, revenue management, and operational efficiency.
- **Global Reach, Local Expertise**: A vast global network with localized support and expertise, ensuring seamless implementation and ongoing success.
- **Innovation and Integration**: The combined strength of our research and development teams allows for rapid innovation and seamless integration with emerging technologies, such as EV charging, cameras, LPR technologies, and connected car services.
- **Sustainable Mobility**: We are dedicated to creating more sustainable urban environments by reducing congestion, optimizing resource utilization, and promoting eco-friendly transportation options.

Our Proposed Solution for Royal Oak

ParkMobile offers a unified, end-to-end parking ecosystem for the City of Royal Oak. This solution combines the ParkMobile mobile payment system with Flowbird parking pay stations to optimize parking operations, enhance user experiences, and support smart city goals.

1. **Flowbird Parking Pay Stations**
    - Features:
        - Large, color touchscreen display (9.7-inch).
        - Intuitive, step-by-step transaction guidance.
        - Displays videos, animated pictures, text, and maps.
    - Payment Options:
        - Accepts coins and bills.
        - Credit/debit card acceptance (EMV, contactless/NFC).
        - Digital wallet compatibility (Apple Pay, Google Pay, Samsung Pay).
        - Text payment options.
        - Validation code acceptance.
        - Connectivity:
        - 4G LTE communications or Ethernet.
    - Durability and Design:
        - Anti-corrosive stainless steel cabinet.
        - Durable construction for various weather conditions.

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    - Optional solar power.
- Security: PCI-DSS compliant payment platform and secure collection vault for cash and coin payments.
- Real-time connection to WebOffice backend system for remote management and advanced reporting functionality.

2. **ParkMobile Mobile Parking Payment System**
    - Features:
        - Mobile app for iOS and Android.
        - Multiple payment options including debit/credit cards, Google Pay, Apple Pay, web experience, text to pay, and IVR.
        - Guest checkout on the web for users without accounts.
        - Map interface.
        - Customizable notifications and alerts.
        - Extend time.
        - Integration with mapping apps (Apple Maps, Google Maps, Waze).
        - 24/7/365 customer support.
        - Transient and event reservations.
    - Technology: High availability infrastructure with 99.9% uptime. Over 100 active integrations.
    - Data Security: PCI DSS, ISO 9001:2015, and SSAE 18 compliant. Robust cyber security measures.
    - Self Administration Portal: ParkMobile 360 enables staff to make rate and policy changes on your time.
    - Reporting: Detailed analytics and reporting tools, including ParkMobile Analytics tools and real-time integration with Flowbird's WebOffice for consolidated reporting.
    - Complimentary Marketing Services: ParkMobile deploys a marketing toolkit, including signage/decal design, to support the launch of your program.

We have additionally proposed a variety of optional and future enhancement solutions for the City of Royal Oak's consideration.

3. Optional Solutions & Services:
    - Digital Permits
    - Fleet Solutions
    - Merchant of Record (MOR) Services
    - Insights
    - Camera Park
    - EV Charging Integration

The ParkMobile solution offers the City of Royal Oak a comprehensive, innovative, and user-friendly paid parking system. By combining mobile payment convenience with

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robust pay station technology, our solution aims to optimize parking operations, enhance customer satisfaction, and support the City's smart city initiatives.

Flowbird: Global Expertise in Urban Mobility

Flowbird is the global leader in multi-space parking pay station solutions, with a legacy spanning over 50 years. Its systems operate in more than 5,000 cities across 80+ countries, serving over 80 million people each week as they park, access public transit, or visit national, state, county, and local parks.



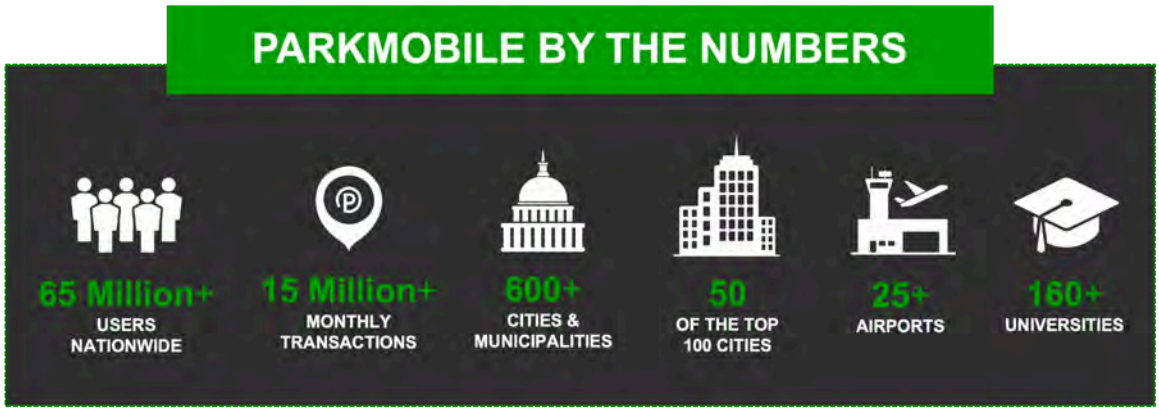
Over 25 years ago, Flowbird introduced multi-space parking solutions to the U.S., transforming on-street parking in cities like New York, Las Vegas, and Portland. Today, Flowbird continues to expand, with more than 500,000 wirelessly connected pay stations integrated into Flowbird and ParkMobile cloud-hosted system. Every day, over 900 U.S. clients rely on Flowbird technology to manage their parking and transit systems efficiently.

ParkMobile: Driving Digital Parking Innovation

ParkMobile is the leading provider of smart parking and mobility solutions in North America, simplifying the parking experience for millions of users. ParkMobile provides efficient and cost-effective products and services to municipalities, event venues, private operators, college campuses, transit authorities, airports, retail locations and more. We are deployed in 8 of the top 10 U.S. cities with 65+ million users.

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While many industry providers describe themselves as the “#1" or "leading" parking solution, ParkMobile’s position in the market speaks for itself. In the iOS app store, ParkMobile is the #1 ranked parking app in the United States and the #3 ranked Navigation app (behind only Google Maps and Waze). By partnering with the market leader in consumer parking apps, you can ensure the highest possible adoption rates and the best customer experience for your mobile parking program.

Past Project Experience

ParkMobile and Flowbird have a long history of collaboration, even before EasyPark’s acquisitions. Our companies have partnered for years to provide parking solutions in municipalities across the US and we're proud to offer these successful projects as references.

City of Columbus, OH
2700 Impound Lot Road, Columbus, OH 43207



- Contact Name: Amanda Ford
- Phone Number: (614) 645-6460
- Email: aaford@columbus.gov

Description of Services: The City of Columbus, OH, utilizes both the ParkMobile app and Flowbird pay stations to manage parking turnover downtown. The ParkMobile app launched in 2018 and has an 89% adoption rate. In May 2022, Flowbird won a competitive RFP and supplied 160 CWT touchscreen pay stations, replacing over 2,000 existing IPS Single Space Meters. The City uses Flowbird EMV and NFC contactless payment solutions across the new solar-powered pay stations. Flowbird also provided the back office system for maintenance and management and supplied and installed signage for the project.

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Cleveland, OH
601 Lakeside Ave, Cleveland, Ohio 44114



- Contact Name: Chas McKnight
- Phone Number: (216) 664-2709
- Email: CMcKnight@clevelandohio.gov

Description of Services: In 2023, the City of Cleveland awarded a new RFP for on-street parking modernization to both Flowbird and ParkMobile. Through this RFP, the City installed 80 Flowbird touchscreen pay stations and deployed the ParkMobile mobile parking app, covering approximately 2,500 parking spaces. The new pay stations are configured for Pay by Plate parking, are solar powered, wireless, and accept coins and credit cards.

Pittsburgh Parking Authority
232 Boulevard of the Allies, Pittsburgh, PA 15222



- Name: David Onorato
- Phone Number: (412) 560-2511
- Email: donorato@pittsburghparking.com

Description of Services: Flowbird began its partnership with the Pittsburgh Parking Authority in 2005 by installing 54 multi-space meters that accepted coin, bill, and credit card payments. In 2012, the City chose Flowbird to provide 500 pay stations and back office software, mobile license plate recognition, a citation solution, communications, and marketing. Pittsburgh became the first US city to commit fully to Pay by Plate parking and added 340 more pay stations by 2013. The Authority now has over 1,000 pay stations and uses Gtechna for Pay by Plate enforcement. In 2015, the Authority partnered with ParkMobile to launch a mobile payment app for its 32 surface lots and 11,000 metered spaces. The Authority received IPI's Parking Organization of the Year award in 2015 for its use of technology to improve efficiency, customer service, and sustainability.

Local Experience in Michigan and Additional References

ParkMobile and Flowbird offer comprehensive parking solutions throughout Michigan, ensuring wide-reaching coverage for residents and visitors alike. In the Detroit metropolitan area, Flowbird provides on-street parking solutions within the City of Detroit, while ParkMobile offers convenient mobile parking in surrounding cities such as Rochester, Birmingham, and Dearborn. Flowbird's presence extends across the state to Lansing, Grand Rapids, and Muskegon, complemented by ParkMobile's availability in Kalamazoo, Petosky, Mt. Clemens, Traverse City, and numerous other locations. With over 1.3 million ParkMobile users in Michigan and 1400 Flowbird pay stations installed, the

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combined network of ParkMobile and Flowbird delivers extensive and accessible parking options across the state.

Below are additional client references from within the State of Michigan for both Flowbird and ParkMobile.

City of Detroit, MI - Flowbird Client Since 2013
1600 W. Lafayette, Detroit, MI 48216



- Name: Keith Hutchings
- Phone Number: 313-221-2596
- Email: Hutchingsk@detroitmi.gov

Description of Services: Flowbird has provided parking technology solutions to the City of Detroit since 2015, including mobile parking payments, over 700 parking pay stations, mobile license plate recognition, integrated reporting, and marketing services. As part of the city's revitalization, Flowbird launched the ParkDetroit app in 2021. This City branded app provides users with parking locations, prices, availability, and integrated guidance to their chosen destination. Additionally, the app promotes local events and venues to encourage downtown activity. The project will eventually expand to include transit payments and loading zone management.

City of Lansing, MI - Flowbird Client Since 2018
219 N. Grand Ave., Lansing MI 48933



- Name: Traci Shell
- Phone Number: 517-483-7821
- Email: Traci.Shell@lansingmi.gov

Description of Services: The City of Lansing selected Flowbird to replace all of their on-street parking meters in 2018. A total of 150 Flowbird pay stations are installed, operating on solar power and communicating by cellular (4G) communications. The City's pay stations accept coins and credit cards and report all transactions and alert information to Flowbird's back-office parking management system in real-time.

City of Traverse City, MI - ParkMobile Client Since 2013
400 Boardman Avenue Traverse City, Michigan 49684



- Name: Nicole VanNess
- Phone Number: 231-922-0241
- Email: nvanness@traversecitymi.gov

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Description of Services: ParkMobile provides mobile parking payment services for the City including signage for on-street & off-street parking covering around 1,800 spaces.

City of Birmingham, MI - ParkMobile Client Since 2012
151 Martin Street, Birmingham, Michigan 48009



- Name: Aaron Ford
- Phone Number: (248) 530-1257
- Email: aford@bhamgov.org

Description of Services: ParkMobile provides mobile parking payment services for the client including signage for on-street & off-street parking covering over 1,200 spaces.

City of Petoskey, MI - ParkMobile Client Since 2011
101 E. Lake St. Petoskey, MI 49770



- Name: April Sanders
- Phone Number: (231) 439-9124
- Email: asanders@petoskey.us

Description of Services: ParkMobile provides mobile parking payment services for the client including signage for on-street & off-street parking covering over 900 spaces.

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Pay by Plate Pay Stations - Response to Questions

1. Provide an overview of the pay station hardware the Proposer offers.

Flowbird's CWT S4+ Touchscreen Pay Station is a globally recognized and highly robust, designed for rapid deployments and seamless operations. The CWT can be utilized as an on-street pay station or in off-street lots and garages as a Pay-on-Foot device. Many cities in the midwest utilize the CWT, including Chicago, Cleveland, Columbus, Detroit, Minneapolis, and Omaha, demonstrating its ability to withstand snow, ice, wind, and freezing rain.

To provide a truly great user experience, the CWT features a 9.7" full-color touch display, offering an intuitive, smartphone-like interface—setting the industry standard for ease of use.

The full-color touchscreen enables the City of Royal Oak to customize the user interface, providing multilingual instructions to ensure a seamless, efficient experience for all customers.



Hardware Features

- Long life batteries on solar power
- 9.7" high-definition touch display
- Secure, PCI Level 1 card processing
- EMV and contactless payment options
- 4G wireless communications
- Anti-fishing of coins / Coin escrow
- Anti-card skimming
- Graphical Printer & E-Receipts
- Upgradeable design

Key Software Features

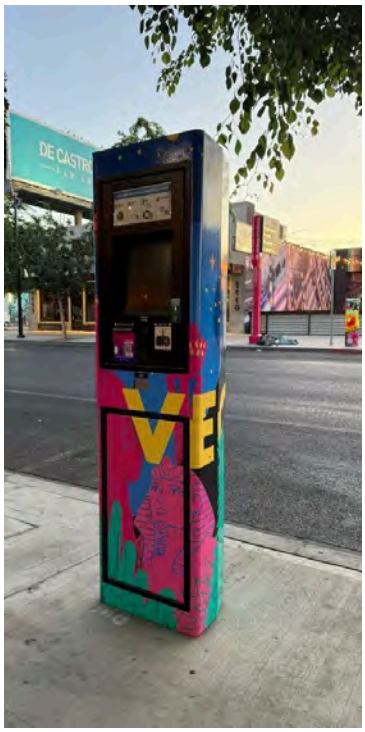
- Complex rate structures
- Strong parking rights management
- Remote software downloads
- Citation payments
- Validation code acceptance
- Advertising / Local News
- Extend by Text option

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The CWT Pay Station is designed to be visually pleasing and easy to use for customers while reducing the necessary space required for installation. The cabinet is made with 304 stainless steel, making it extremely resistant to corrosion. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This protects against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials. The standard pay station color on the CWT is black (RAL 9005). Additional RAL colors and custom wraps are available at additional cost.







Built for All Climates

The CWT Pay Station is proven to withstand extreme conditions in varying climates. Flowbird devices are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway, Russia, etc.). Locally you can find 700 CWT pay stations in the City of Detroit. The parking equipment is not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. The pay stations are rated to work in 99+ percent relative humidity and at temperatures up to 140º F and down to -22º F. The touch screen displays are tamper, weather and corrosion proof.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in the pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to

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humidity in the air. This product has a quick surface cure that is non-corrosive to metals, including sensitive metals such as copper, emits no harsh odors during curing, and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

Credit Card Acceptance



The CWT Pay Station is designed to accommodate all major credit card payment methods including magnetic stripe, EMV chip and contactless payment ensuring convenience for customers. NFC payments such as Apple Pay and Google Pay are also supported.



Advanced Card Reader Technology

- The EMV-certified hybrid reader automatically detects whether an inserted card is a magnetic stripe or chip card, adjusting functions accordingly.
- Anti-Skimming Design: The credit card reader is flush-mounted, preventing external skimming devices from being attached.
- Certified Security Standards:
    - EMV Certified – Ensures secure card transactions.
    - PCI-DSS & PA-DSS Compliant – Meets strict payment security standards to protect customer data.

Coin Acceptance

The pay stations are able to accept up to 14-coin denominations through our coin shutter/validator, which only accepts coins that have been programmed to be valid payment options. The automatic coin shutter only opens for metal objects, preventing non-metal insertions. Non-programmed coins or unauthorized metallic objects are automatically directed to the coin return bowl, ensuring they do not enter the vault. The free-fall coin acceptance system minimizes the risk of jams and reduces maintenance needs.

Secure Vault Locking System

- The vault system is located behind a reinforced steel outer door and secured with an armored steel vault door.
- Features an advanced four-point locking system for maximum security.
- When the coin box is removed, a notification is automatically sent to our back-office reporting system as well as to designated recipients via text message or email.
- The coin box can only be opened once with a collector's key, eliminating the risk of skimming.

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- No additional maintenance or safety requirements are needed for the vault locking system.
- The coin canister holds up to 2,600 coins or $650 in value.

Bill Acceptance

The CWT Pay Station can be equipped with a high-performance bill acceptor that allows bills to be inserted in four different orientations for user convenience. The bill stacker holds up to 1,000 notes, ensuring efficient cash management. It accepts $1, $5, $10, $20, and $50 bills, or any combination thereof. The acceptor is programmable to recognize and only accept specific bills. For example: It can be programmed to only accept $1 and $5 bills and will reject all other bills.

2. Describe the options for refurbished (like new) parts. Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.

ParkMobile is proposing Flowbird pay stations with all new parts included.

3. Describe the communication infrastructure, security, and capabilities.

The CWT Pay Stations will be equipped with a 4G LTE modem and antenna, enabling wireless communication with Flowbird's back-office system. Pay stations can also connect via Ethernet technology, ensuring flexibility based on site conditions.

Reliable Cellular Network Support

- Each device utilizing cellular communication is equipped with a cellular modem and SIM card for seamless data transmission.
- Flowbird primarily partners with AT&T, Verizon and T-Mobile for connectivity. The ParkMobile team will make recommendations on the best cellular carrier based on reception strength. We can deploy different carriers in different sections of town if needed.
- Real-time, two-way communication between the pay stations and Flowbird's server ensures instant updates, monitoring, and remote management capabilities.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data. Credit card data is encrypted at the point of entry. Encrypted data is securely transmitted via our Flowbird PCI-compliant gateway. Transactions are processed through the city's service provider, ensuring end-to-end security.

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4. Explain options for connectivity besides cellular data in their proposal.

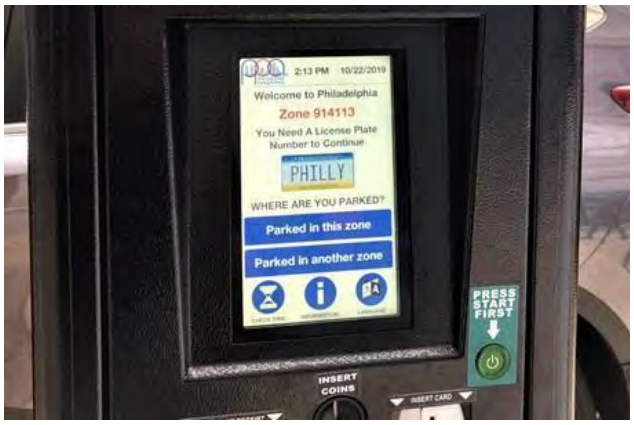
The CWT Pay Station supports Ethernet communication in addition to cellular communication.

5. Describe how the solution will handle offline data in their proposal.

The CWT can accept coin and bill payments when offline but it is not recommended to accept offline EMV credit card payments on unattended pay stations for security reasons. One thing to remember is that it is necessary for the parking pay station to communicate transaction details to the back-office system for enforcement purposes. So what we have implemented is a solution that helps enforcement officers if a machine cannot communicate. The enforcement system can see if there is a pay station within x yards of the officer that has not communicated in the last 15 minutes and if that is the case, all plates are returned as ok. The enforcement system marks them to show that the officer got an OK but there were comms issues. That way enforcement can continue like normal even though there might be comms issues.

6. Describe the graphic and/or touchscreen display.

The CWT Pay Station offers a 9.7" touchscreen display that is configurable to each client's preference. You can present custom messages, photos, animation, videos and advertisements on the screen. The touch screen provides for a great user experience and maximizes the potential of the pay station to do things beyond parking. For instance, local information and maps can be included on the display. Additionally, payments can be made for other products such as admission passes to parks and museums to transit fares.



All controls are on the touch screen itself, avoiding the need to maintain a physical keyboard. The touch screen can accommodate Pay by Space, Pay by Plate, or Pay & Display parking, or all 3 on the same interface.

The display is recessed and protected from impact by the clear window. The display is vertically set to meet ADA guidelines with all operable buttons falling below 48". A clock on the display is in sync with our server to ensure accurate time.

When not in use, the display goes into sleep mode to conserve power and extend screen life. The display wakes up with the touch of one "start" button.

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The touch screen is designed for optimal readability in all lighting conditions, including direct sunlight, fog, and various viewing angles.

Advanced Display Features

- **Anti-Glare Protection:** The outer Lexan glass has an anti-glare coating to reduce reflections and heat build-up.
- **Optimized Visibility:** Flowbird will customize the color contrast for maximum screen readability.
- **Recessed Display:** The screen is set back into the housing to further reduce glare and protect it from direct sunlight.
- **Industry-Leading Size:** At 9.7 inches, the CWT screen is one of the largest in the industry, with standard backlit graphics for clear visibility in all conditions.
- **Energy Efficiency:** To conserve power, the screen remains off during inactivity and can be quickly activated with the power button.

Touchscreen Keypad

The CWT Pay Station features a single activation button during idle mode, with all keypad and action buttons seamlessly integrated into the touchscreen display. This design eliminates common issues associated with physical keypads, such as wear and tear, corrosion, vandalism, and loose contact.



Customizable Touchscreen Keypad

- The on-screen keypad can be customized to meet the your preferences, with QWERTY format as a standard setting.
- This feature can be modified at any time to suit evolving needs.

Enhanced User Experience

- **Instant Feedback:** Every button press is immediately reflected on the display, ensuring accuracy.
- **Nighttime Visibility:** The on-screen keypad remains clearly visible in low-light conditions.

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- **Daytime Usability:** The display is recessed into the housing to minimize glare and enhance visibility in bright sunlight.

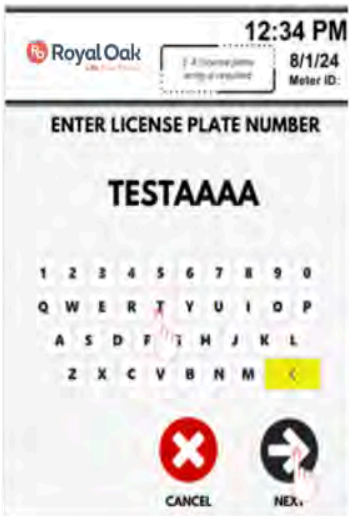
Customizable Interface for Your Operation

During pay station programming, our team creates a unique screen flow specific to your operation. This allows for you to include your branding styles (e.g. colors, logo, etc.) and ensure that the right messages are being displayed at the right time. Below, you can find an example screen flow that can be adjusted to match your expectations.

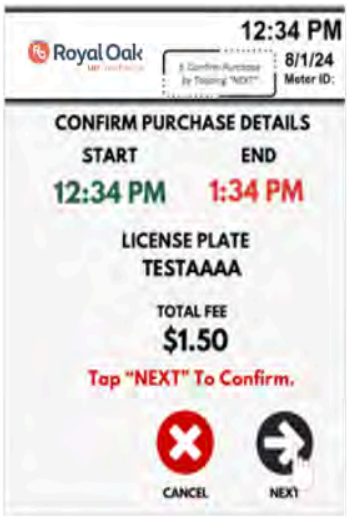






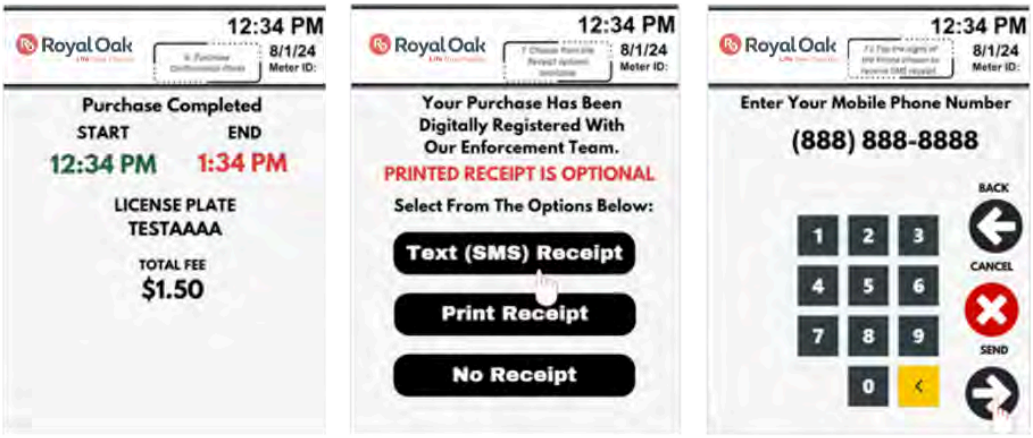






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QR Payment Code on Display

While Flowbird's uptime exceeds 99.5% and cellular communication remains highly reliable, unforeseen circumstances—such as credit card processor outages, paper jams, receipt paper depletion, or credit card reader vandalism—can temporarily disrupt pay station operations. To mitigate this, Flowbird's CWT Pay Station provides a seamless backup solution: when a unit is offline or unable to process payments, a QR code is displayed on the touchscreen, allowing users to complete transactions via ParkMobile's mobile payment.

Security is a key concern with QR codes, but displaying the code directly on the touchscreen eliminates the risk of fraudulent overlays. The QR code links users to a secure payment portal, ensuring a safe and reliable transaction process.



This is a working QR code for the City of Las Vegas. Please scan the code with your smartphone to test. Payment is only available during Las Vegas' payment acceptance hours.

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7. *Describe how a motorist will interact with the pay station utilizing buttons and screens, as well as any visual, audible, or tactile indication that a button has been pressed, as feedback to the motorist*

The CWT utilizes only one physical button which is used to wake the pay station up when in sleep mode. All other user interactions are made through the full color touch display, making the experience similar to that of a mobile phone or tablet. The screen visually guides the user step by step through the transaction process.

8. *Describe how the display and any physical buttons shall be operated after dark and in the event of sun glare.*

The buttons used to make a pay station transaction are all found on the touch screen display which is well lit during daytime or nighttime hours.

9. *Provide real-life photos of the screen in direct sunlight and at nighttime.*

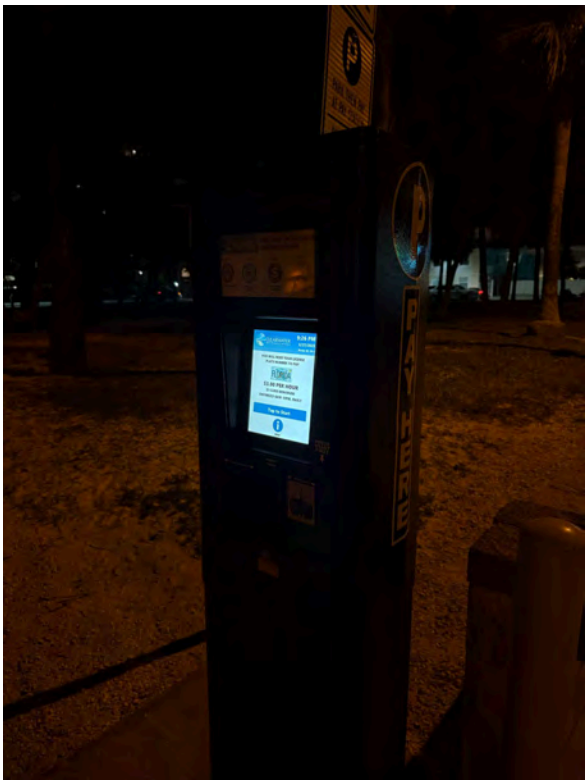
Below are several real-life photos of the CWT in various lighting conditions (both onstreet and in garages).

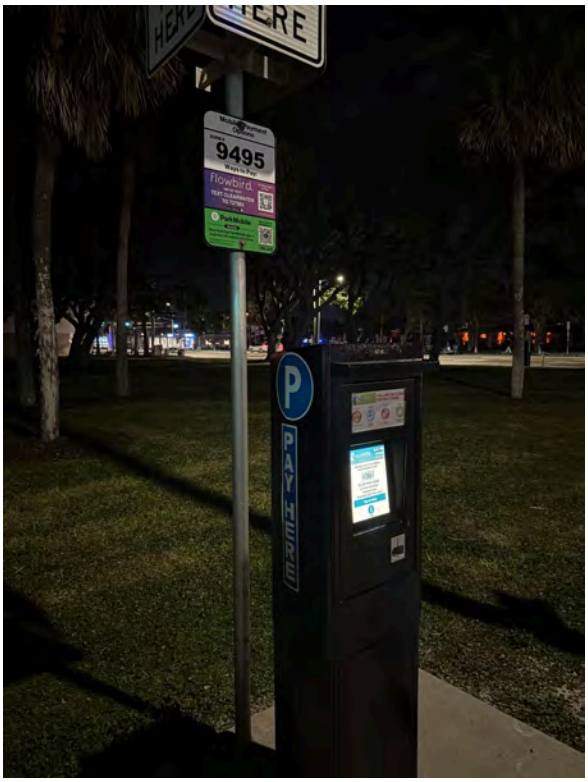




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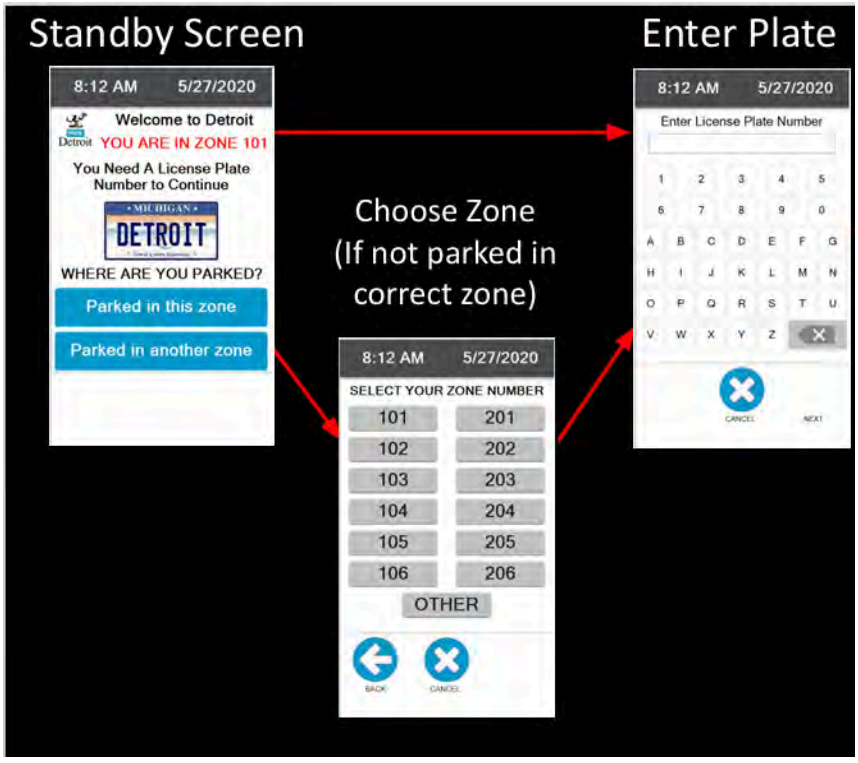
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10. Describe the process and features that enable special messaging, i.e., holiday, upcoming lot maintenance, and special event messages, which can be downloaded remotely, and how messaging will be shared with the MPP.

Special messaging can be preprogrammed in the initial software and can also be customized in the back-office and pushed remotely to the pay stations by city staff. The ParkMobile team will provide training to the city on these functions. ParkMobile and Flowbird became one company in January and we are in the process of integrating our platforms to make cities more operationally efficient. While we do not have a shared messaging system between the Flowbird pay stations and the ParkMobile app today, it is part of our product roadmap to provide such unified functionality.

11. Describe how a pay station will allow the motorist to pay for a parking transaction at any pay station within a City-defined zone.

Through the touch screen interface, it is simple for the motorist to select the correct zone. As you can see from the below screens used in the City of Detroit, the pay station prompts the user with several choices for their zone. First, the screen asks if the user is parked in the zone where they are standing or if they are parked in a different zone (e.g. around the corner). Then they are presented with a list of zones to choose from. They should choose the zone that corresponds to the signage in the area they parked.



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Another example is below from our deployment in Philadelphia. You can see that the screen asks if the user is parking in this zone or another zone. The user can input the zone manually if they are not parking in this zone.



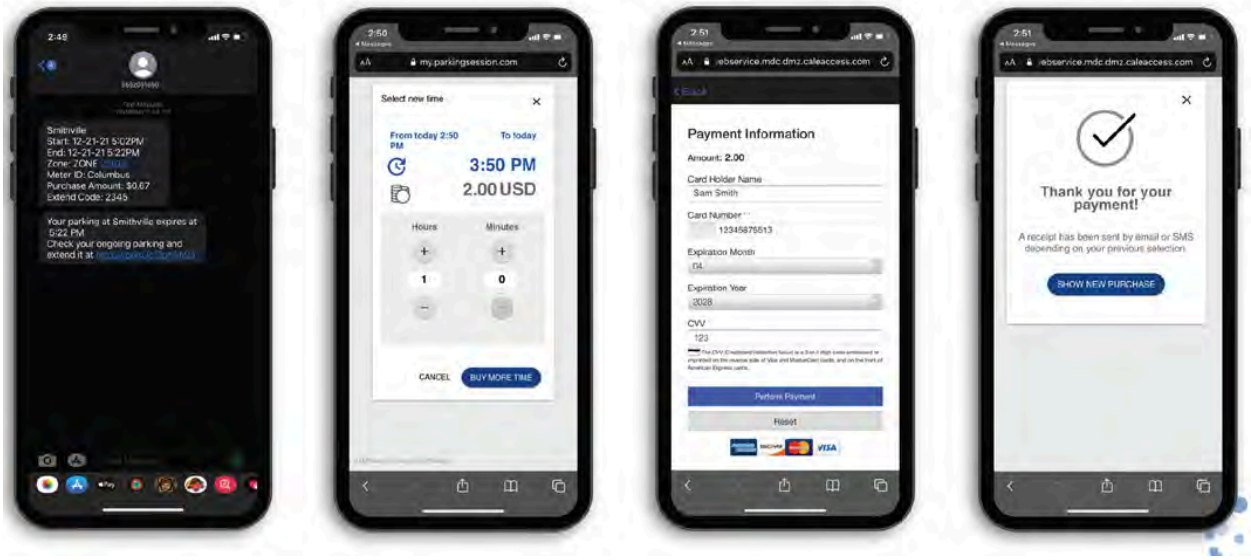
12. Describe how a pay station shall be programmed to accept extended payments within applicable City policy requirements.

Assuming the user has not already parked for the maximum time allowed in the zone, they can extend their payment from any parking kiosk in the City by entering their license plate number. Alternatively, we offer an extend by text option. After the user performs their initial parking transaction, the pay station can be programmed to ask if the user wants a text receipt. The user enters their phone number into the pay station. They automatically receive their receipt by text. When their transaction is about to expire, they will receive a

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text message indicating that their time will expire soon and they will have the ability to extend their payment via our pay by text system.



13. The State of Michigan does not allow for the letter "O" in any of its license plate numbers. The letter "O" is substituted by the number "0". Describe any options within the pay stations system to prevent users from accidentally entering the letter "O."

The CWT can be programmed to not allow for a letter "O" to be displayed, however, we recommend keeping it for out of state plates. Typically, the enforcement software will take care of any confusion between a letter "O" and a zero. We also recommend that the enforcement officer check before issuing a ticket if a letter "O" has been entered in error.

14. Describe the process and any additional fees associated with motorist payment extensions that may be integrated with the City's mobile payment provider or other payment methods, if applicable.

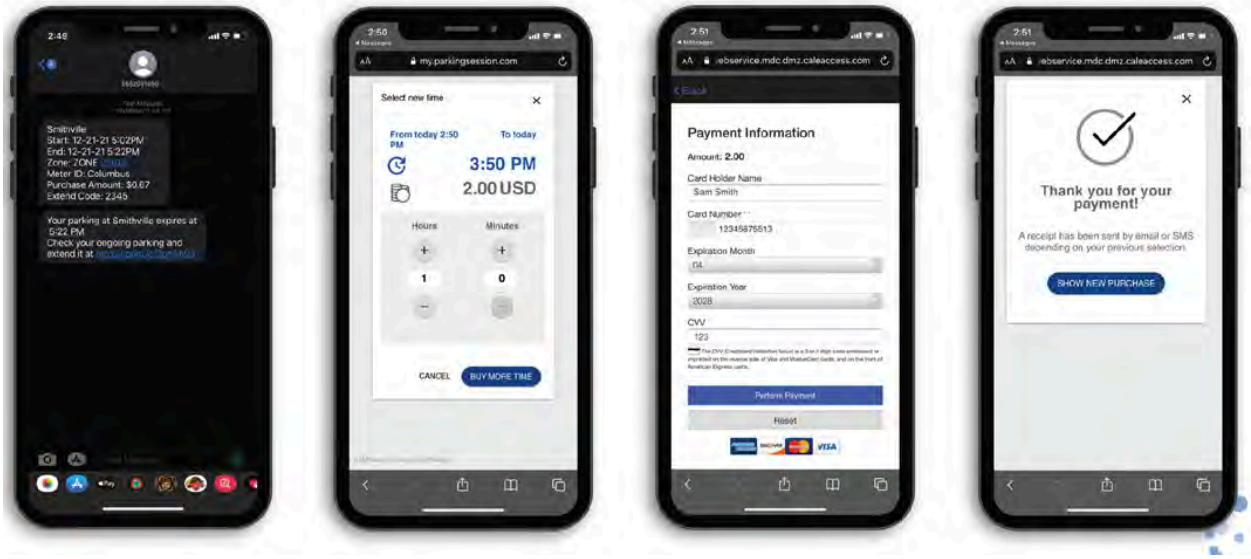
We can offer our extend by text option to make parking even more convenient for your parkers. After the user performs their initial parking transaction, the pay station can be programmed to ask if the user wants a text receipt. The user enters their phone number into the pay station. They automatically receive their receipt by text. When their transaction is about to expire, they will receive a text message indicating that their time will expire soon and they will have the ability to extend their payment via our pay by text system.

There is a convenience fee charged for each extension. This is typically paid for by the end user during their transaction and the fees are deposited in the city's account.

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ParkMobile will invoice the city for these fees on a monthly basis.



15. Describe motorist payment receipt options.

Motorists can have the option for a printed receipt, no receipt, or a text receipt (a nominal fee is charged for a text receipt).

16. Describe in detail the step-by-step process of the Contractor's credit card acceptance procedure from when a motorist inserts their card to when the money is deposited in the City account.

1. After the motorist selects the amount of time they wish to purchase, they insert their card into the EMV certified card reader or they tap it against our contactless reader.

2. Our system provides for high security encryption protocols when the credit card is read at the card reader.

3. The encrypted card information is then transmitted through our PCI compliant gateway to your transaction service provider/clearing house. The transaction is approved or denied in real-time.

4. If approved, the user will be prompted to ask if they wish to have a receipt. If the transaction is denied, the user will receive a message. They can decide to try the transaction again or they can choose an alternate form of payment.

17. Include the name of the Contractor's gateway processor (if using a third party) and the name of the gateway software (if applicable).

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We will be using Flowbird's own gateway processor service, ArchiPEL, which is the service Flowbird devices use for EMV and contactless transactions. ArchiPEL is certified to connect to the following merchant acquirers: Elavon, Worldpay, Fiserv and TSYS. The City will select to which of these merchant acquirers the system should connect to.

18. Describe the Subcontractors' PCI compliance and the process for staying compliant.

The Flowbird bank card payment system is PCI-DSS Level 1, P2PE, and SAS70 certified. Please refer to the Flowbird PCI certificate below. Flowbird follows the guidelines from the PCI-DSS standard and has regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.



xmco
We deliver cybersecurity expertise

PCI Security Standards Council
QUALIFIED SECURITY ASSESSOR

Certificate of compliance

FLOWBIRD UP

Service provider - Level 1 – Payment Gateway / Flowbird App / Eagle / Hyperswitch / CWO

Based upon an assessment dated on 2024/12/13, **XMCO** hereby confirms:

- No evidence of Sensitive Authentication Data (i.e. track2 data, CVV2 data or PIN data) was found after authorization on any systems reviewed during the assessment.
- Policies, procedures and configuration of systems of **FLOWBIRD** that store, process and/or transmit cardholder data have satisfactorily met the requirements of the PCI DSS, endorsed by Visa, MasterCard, American Express, Discover, JCB and UnionPay.
- The Report on Compliance (RoC) and Attestation of Compliance (AoC) were completed by the QSA accordingly to the PCI DSS security audit procedures version 4.0.1.

Clémentin Benoist

Clémentin BENOIST
PCI QSA code: 206-761

Issued by **XMCO** on 2024/12/13 (December 13th, 2024)

This certificate covers a one-year period beginning from 2024/12/13. To maintain compliance, FLOWBIRD is required to keep its process and documentation up-to-date and successfully pass an annual on-site assessment by a Qualified Security Assessor. FLOWBIRD further agrees that this certificate offers no guarantee or warranty to any third party that FLOWBIRD is invulnerable to attack or breaches in its security, and XMCO accordingly accepts no liability to any third party in the event of loss or damage caused by any failure or breach of FLOWBIRD. XMCO is a Qualified Security Assessor Company under the PCI Security Standards Council.

19. List all available merchant processor integrations available to the City.

The following merchant processor integrations are available to the City for EMV transaction processing: Elavon, Worldpay, Fiserv and TSYS

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20. Describe any alternative or future payment options, associated costs, or additional fees.

Currently the CWT offers payments by coins, bills, tokens, credit/debit cards, contactless cards, validation codes, and the ability to extend payments by text.

21. Describe the entire power system of the pay station.

The CWT Pay Station is powered by a rechargeable battery (trickle charged by the integrated solar panel), ensuring sustainable and energy-efficient operation. It can also be configured for AC power. The solar panel is integrated into the top of the housing and is generally hidden from view. An optional 30 watt solar panel is available for high use areas.

The CWT utilizes a commercially available 12V 55AH recyclable sealed lead acid battery that typically lasts between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel or AC power (a smaller battery is used for AC power units). The battery is located in the lower cabinet and can easily be removed for battery replacement.

Easy Battery Maintenance

- Batteries can be replaced under two minutes by any technician with access to the meter—no specialized tools required.
- The system automatically sends low-battery warnings to your team, providing advance notice of potential issues.
- Battery health statistics are available through Flowbird's back-office software for real-time monitoring.

Optimized Power Efficiency

- All components are designed to minimize power consumption and maximize battery life.
- The software is specifically developed for low-power operation.
- To conserve energy, the pay station automatically enters sleep mode when not in use.

22. Describe any alternative power options different from battery and solar power.

The CWT can be powered utilizing AC power if it is available at the site.

23. Contractors shall describe the locking system and any manual override process in case of power failure or electronic lock malfunction.

The pay stations are designed with two compartments, both protected by individually locked doors. This construction provides security against internal cash theft. The upper

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compartment is where technicians can perform day to day maintenance tasks such as preventative activities and replacing ticket rolls. The lower compartment is where collection staff can perform cash collections.

CWTs have a 4-Point locking solution ensuring that only authorized maintenance and collections teams have access to the appropriate compartment. The upper section, lower section, collection door and cash boxes are keyed differently. Manual locks are standard. Electronic locks are supported. If there is an electronic lock issue, the City should contact ParkMobile technical support. Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

Equipped with a secure vault locking system, the CWT pay station is built to provide ultimate protection of collected cash. The vault system is located behind the outer door of the lower compartment which is secured with reinforced steel. The vault door is made of armored steel. When the cabinet door is opened and/or the coin box is removed, a notification is sent to the back-office reporting system and all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as a cost option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.

24. Describe any programmable access parameters, including restrictions for maintenance and collections.

The CWT pay station, if equipped with the electronic lock option and/or electronic vault door option, allows the customer to set access schedules per person and per day. The access schedules for the locks can be set to give access only to the pedestal, only to the cabinet or both. The electronic vault adds another layer where only users with the correct e-key can open the vault door.

All access for the CWT e-lock is logged and tagged with who accessed the meter and when.

25. Describe the pay station maintenance features and functions, including the list of components that may be replaced within 10 minutes of arrival at the pay station.

The CWT is simple to maintain. All components in the CWT can either be removed by hand or with standard tools in under 10 minutes. Below is a list of the main components along with the tools required to remove them:

- Touch screen – 7mm socket or nut driver
- CPU board – socket wrench

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- Modem – by hand (the modem clips onto main board)
- Card reader – screwdriver
- Battery – by hand

26. Provide an overview of the solution the Contractor offers, including a system architecture diagram.

ParkMobile will be providing an integrated parking solution where all data - pay station and mobile payments, pay station alerts/alarms, and collections notifications are managed in one central location and shared with the City through one web interface - Flowbird WebOffice. The WebOffice system will receive all data in real-time, giving City staff up-to-the minute information about its parking system. ParkMobile is responsible for hosting the system, which means that the City does not need to spend time/resources on hosting services and equipment.

Parking operations and accounting staff will utilize WebOffice for reporting and planning purposes. City staff can use WebOffice to change rates and messages on the CWT Pay Stations. City staff will also have access to ParkMobile 360 for added value reporting of mobile app usage as well as rate modifications if needed.

Maintenance and collection staff will have the option of receiving text and/or email alerts to notify them if a pay station needs attention (e.g. low paper, coin jam, low battery, collection box full).

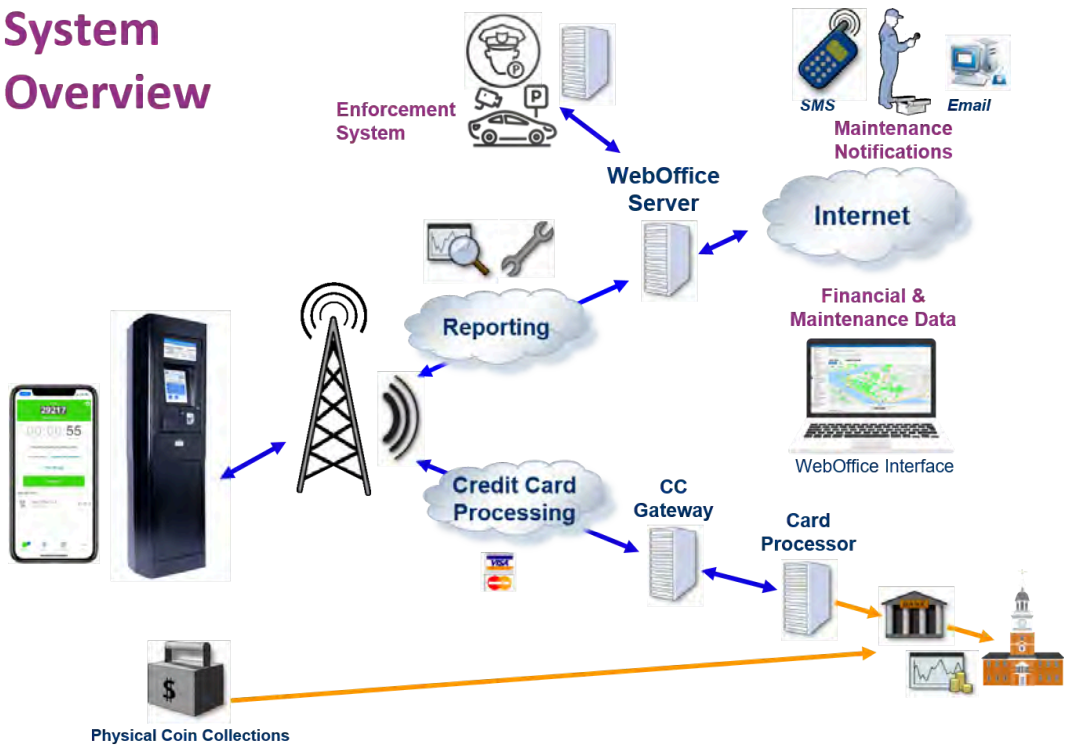
The WebOffice system will share transaction data in real-time (e.g. Plate Numbers, Transaction Start/End Times) with your preferred enforcement system to ensure that parkers stay in compliance and that officers do not write tickets in error.

Note that we have a separate data stream specific to credit card processing. This allows us to get real-time authorizations from your merchant bank processor and make secure deposits in your account.

We have provided a System Architecture map below.

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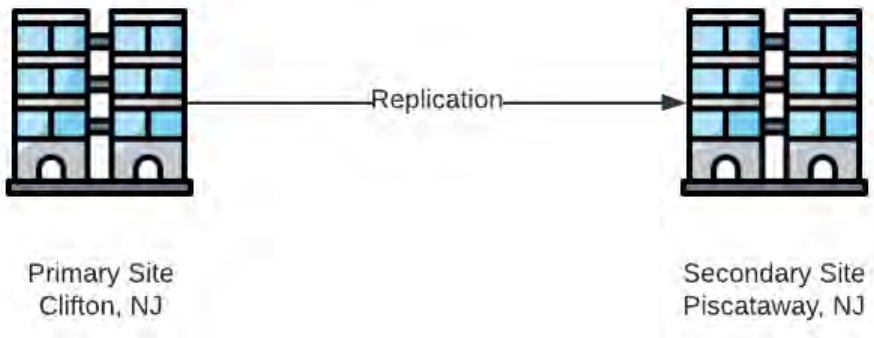


27. Provide details on the cyber security and data protection policies and practices.

We currently have separate facilities for US customers on top of global facilities for non US clients. We utilize the following two sites which also ensure its disaster recovery planning.

United States Based Data Centers

The primary site is located in Clifton, NJ while the secondary site is in Piscataway, NJ. Both depend on 4 different power stations (2 each).



Facility redundancies are:

- Power: 2N

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- HVAC: N+1

Both locations are level III+ and certified:

- PCI-DSS
- SOC 2
- ISO 27001

Redundancy

Our redundancy model is two-fold. In effect, redundancies are maintained by multiple locations and using a Nutanix architecture to ensure internal redundancies.

Backups are performed nightly on separate physical machines using the Hycu solution.

We utilize two sites to ensure its disaster recovery planning. Through constant hourly synchronizations between Primary and Secondary sites, our commitment is a 4 hour RTO (Recovery Time Objective) and 1 hour RPO (Recovery Point Objective).

Data Protection and PCI Certification

All information coming into and leaving the data centers are encrypted. For encryption purposes, we categorize two types of data:

Credit Card Data (CHD):

- **Transiting**: RSA2048
- **At Rest**: As prescribed by PCI Requirements with multiple keys.

Non-Credit Card Data:

- **Transiting**: TLS 1.2.
- **At Rest**: None.

Within the data centers, CHD is physically segregated from other secure systems. It should also be noted that all encrypted sensitive data transits through network systems that are subject to a yearly PCI evaluation.

We perform a yearly PCI audit as well as the production of SOC 2 reports. All data centers mentioned above also maintain an active ISO 27001 certification.

We maintain the highest standard regarding its network security with an annual PCI Audit to demonstrate compliance. To achieve this compliance, we perform (amongst other actions) the following:

- Maintains relevant Firewall systems (StormShield or Fortinet brands)
- Performs monthly vulnerability scans. (Qualys & Tenable for Legacy)
- HTTPS packets scrutinized with a WAF (Qualys)
- Logs centralization and Analysis. (RSA NetWitness or Splunk for legacy)

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- Use of RSA 2048 and >TLS 1.2 on all communications.
- Quarterly firewall rule reviews.
- Administrative access is limited to very few people.
- 2FA is used to protect sites with sensitive information.

The Data Center Team

EasyPark Group, including ParkMobile and Flowbird, maintains an Information Security Program. The program sponsor is the Group CISO and overseen by a CSO andspecialists including a network security specialist and an end-point security specialist. Each region has a security officer appointed to contribute locally to Security efforts.

We do not outsource IT Operations. Only direct employees and direct contract hires have access to client systems.

To achieve this level of compliance we perform (amongst other actions) the following:

- All new employees undergo a thorough background check. (All users accessing sensitive systems are vetted by the office of the Group CISO before access is given.)
- Access rights are role based and given on an "As needed" basis. Governed & documented by our CISO office for access rights to sensitive systems.
- Role based access rules are maintained.
- Active directory is used to manage user rights across all systems. All user access revocations or changes are propagated immediately over all systems.
- Access rights and user lists are reviewed periodically according to PCI specifications. Such reviews are documented.

28. Describe all available rate structures, how rate schedules are built, and how the City can self-manage its rate schedules.

The CWTs can support a variety of rate structures (e.g. hourly, daily, pre-payments, flat rates, step rates, progressive pricing, rush hour parking, commercial parking). Rates can vary by time of day (e.g. $1.00 per hour until 4pm and then no parking during rush hour, then a flat rate from 7pm to midnight). We can configure pay by plate system to not allow a time extension in the same zone if the motorist has already purchased the maximum amount of time.

Our team is highly experienced in building and supporting rates and policies. As an example, in New York City alone we support over 600 different rate structures.

During project kick-off, the ParkMobile project manager will collect all information related to your various rate structures. This information will be relayed to our software customization team who will be responsible for building the rates and corresponding messages.

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If the City would like to modify rates, ParkMobile will provide training to your team and give you remote access to handle all rate changes. Note that our team is available to make rate changes for the City in the event that your team is unable to perform this task. Software change fees will typically apply in these cases.

29. Describe the reporting package available to the City.

WebOffice, a premier central management platform, will provide insights into your parking environment. Through this portal, City staff will be able to study analytics, observe real time occupancy, make changes to rates structures, and collect data through customized reports. Note that both pay station and ParkMobile payment information will appear in WebOffice for a consolidated view.

WebOffice offers several reporting options. Each option allows for varying levels of flexibility in developing a report, and the implementation team will assist you in setting up the needed reports. Standard Reports are predefined reports that allow the user to define parameters.

The analysis function is a potent tool for refining statistical data and examining information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase, and event data. The Dashboard functionality equips users with up-to-date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not just measuring it.

On the following pages are sample back-office reports:

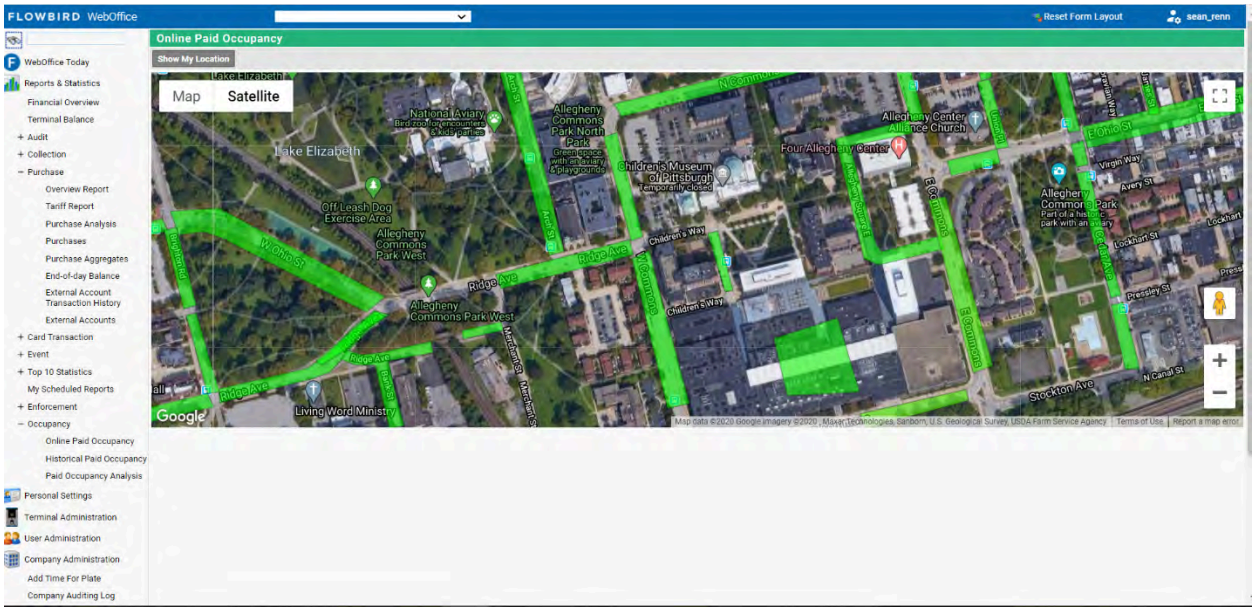


Figure - Current Occupancy

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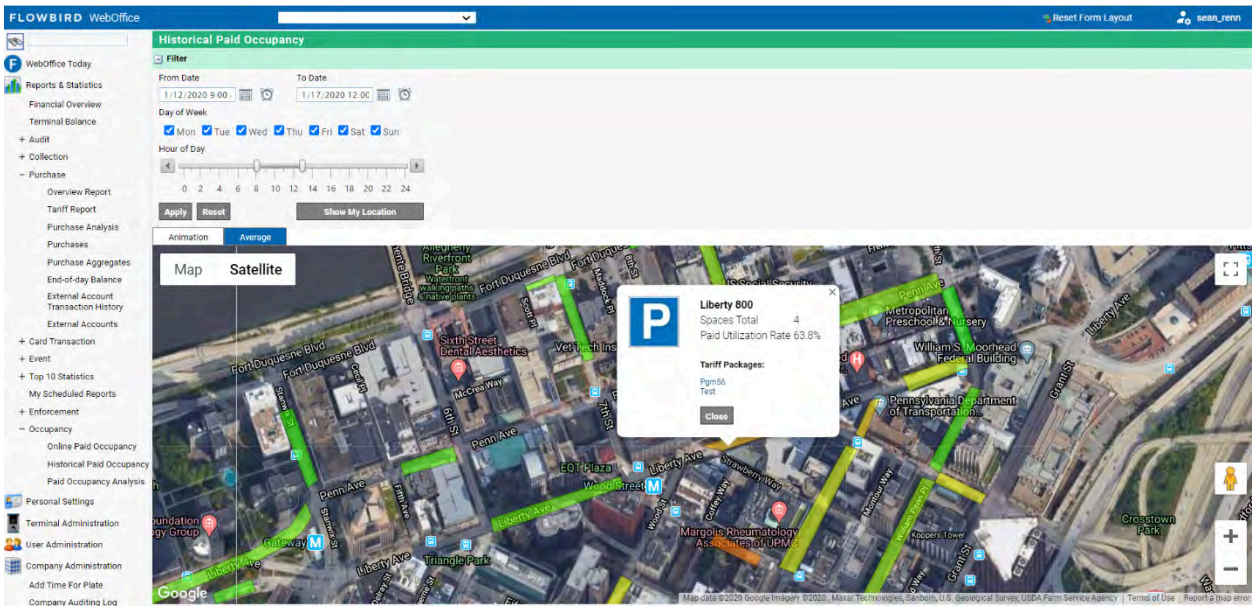


Figure - Historical Occupancy

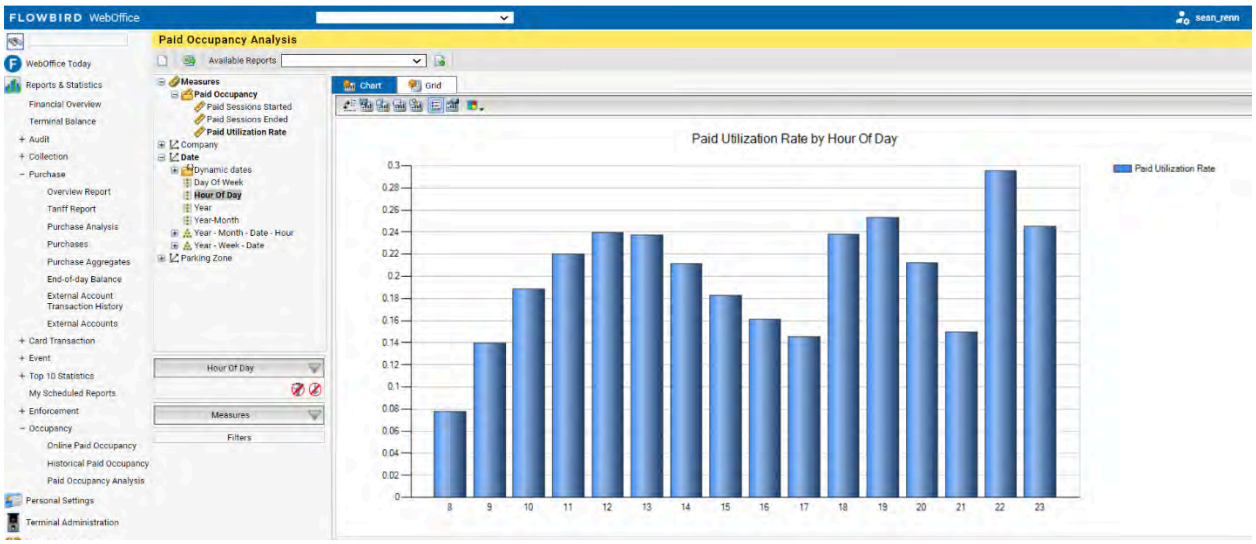


Figure - Paid Occupancy Analysis

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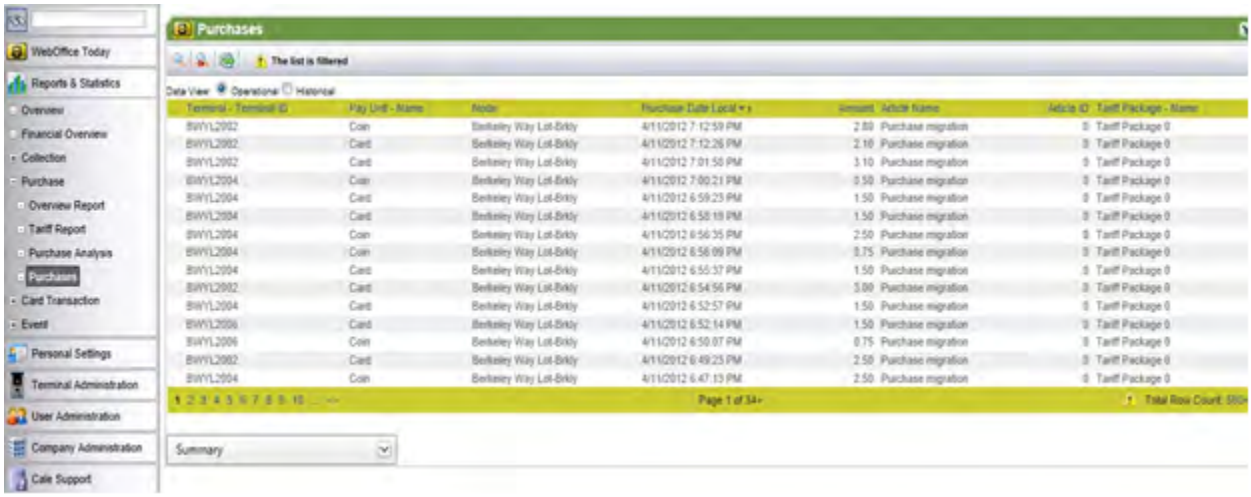


Figure - Purchases: This screen shows the purchases, by meter, for coins and cards on a specified date.

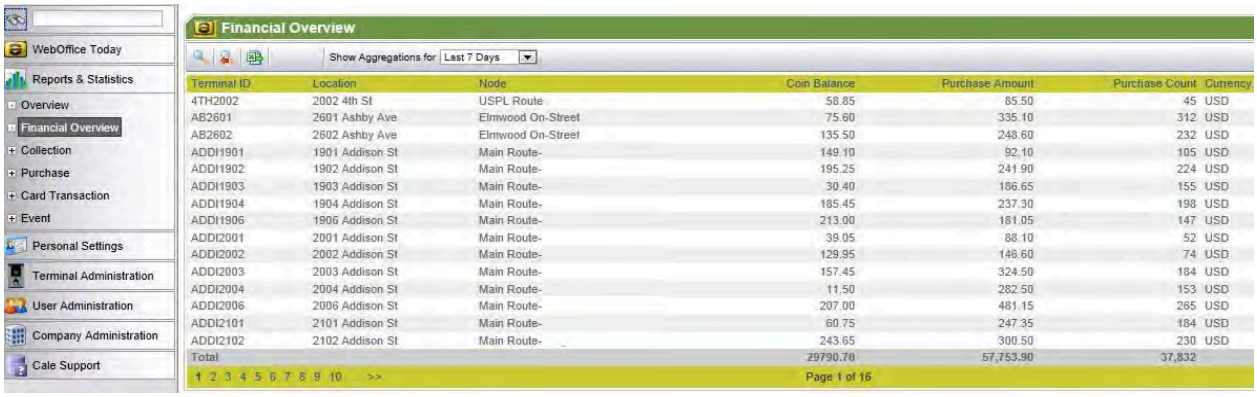


Figure - Financial Overview: This report shows the aggregated terminal sales for a 7-day period. The time period is adjustable.

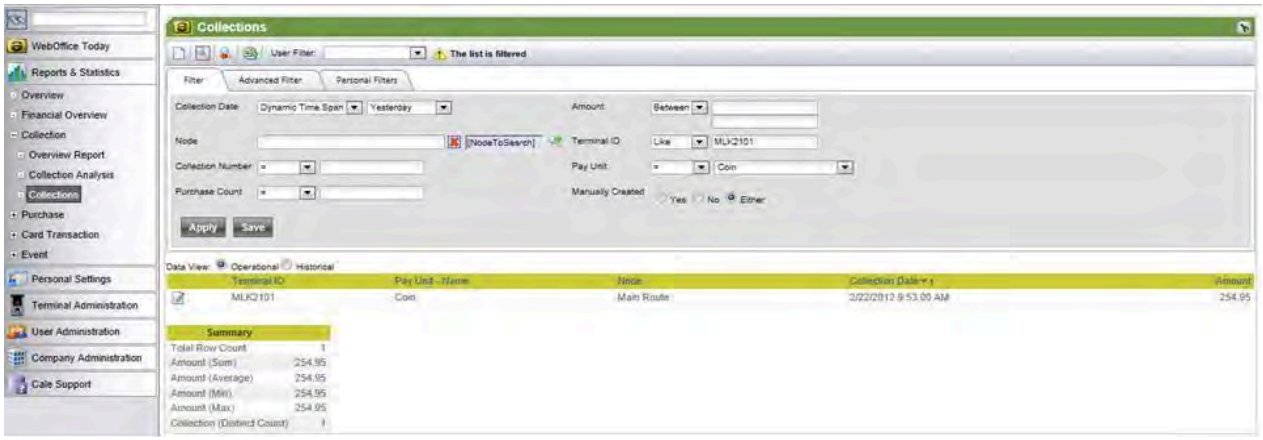


Figure - Collections: This screen shows the collection information from a specific terminal.

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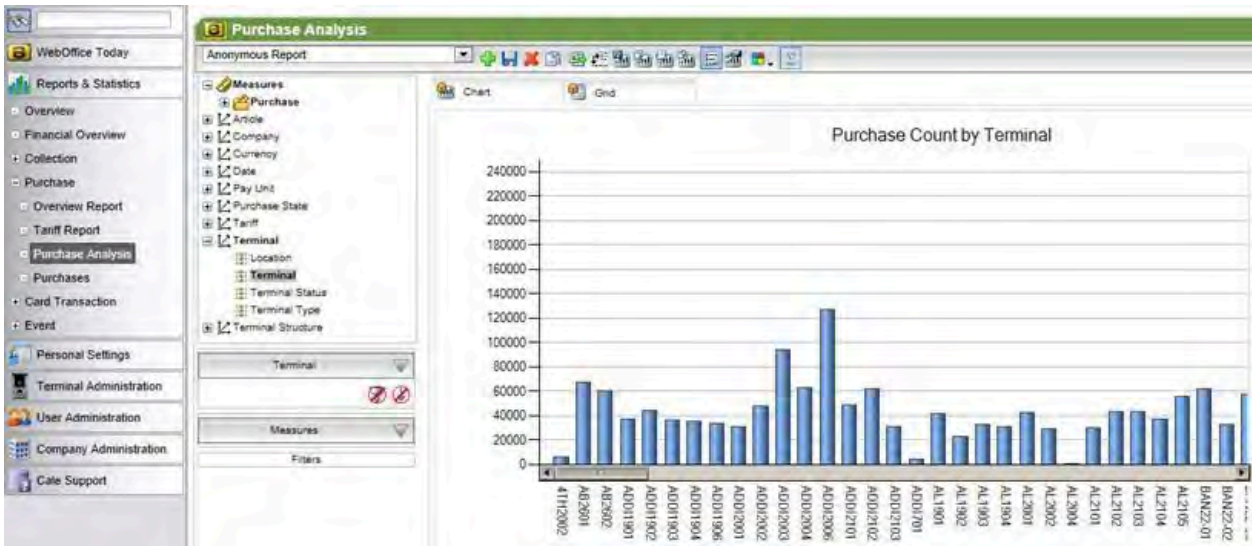


Figure - Purchase Analysis: This bar chart shows purchase counts, by terminal.

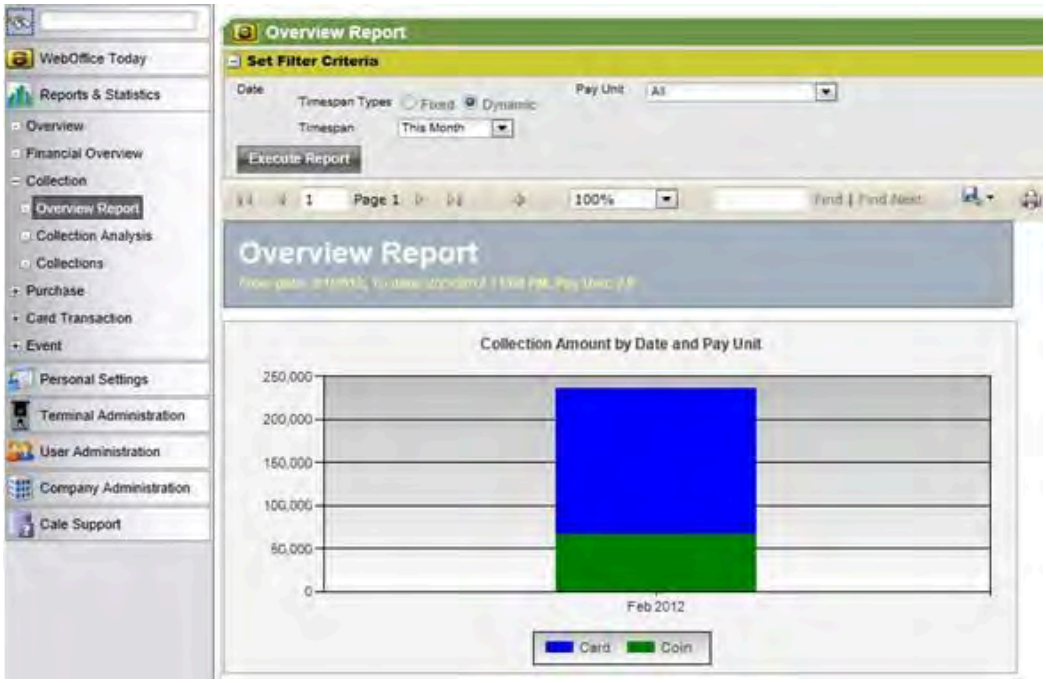


Figure - Collection Overview Report: This report shows an overview of meter collections, sorted by dates and pay units (coin and credit card).

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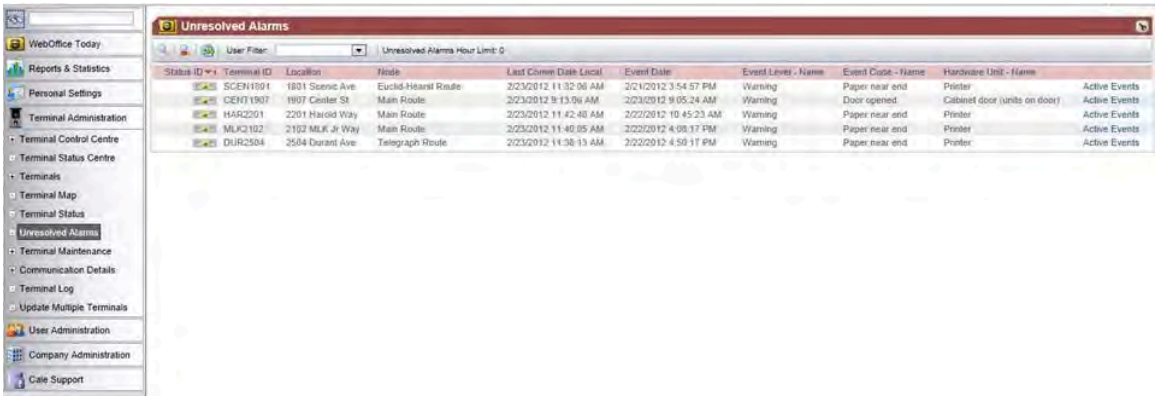


Figure - Unresolved Alarms: This lists any meter than may have an unresolved issue (paper near end, door opened, full coin vault, etc.)

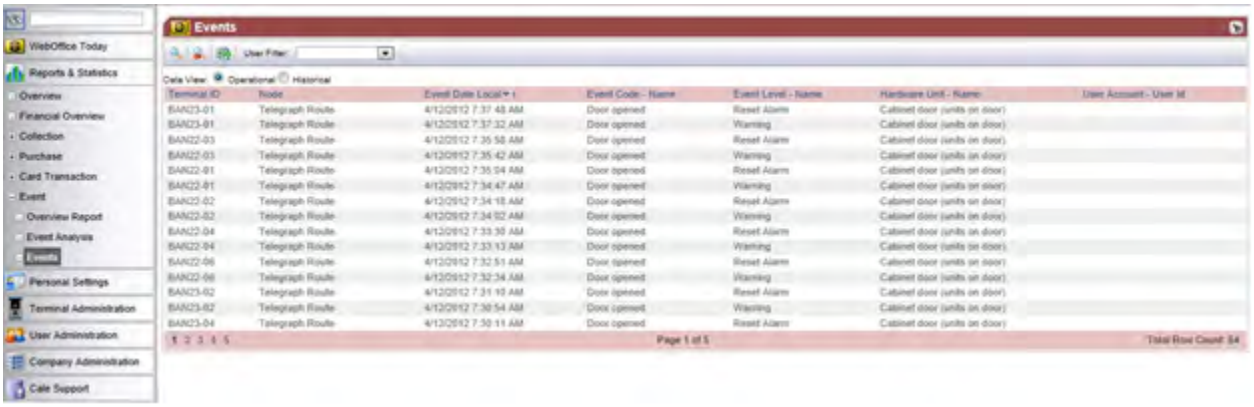


Figure - Events Report: This report lists events (door opened, coin collection, etc) from any terminal, for a user-defined period of time.

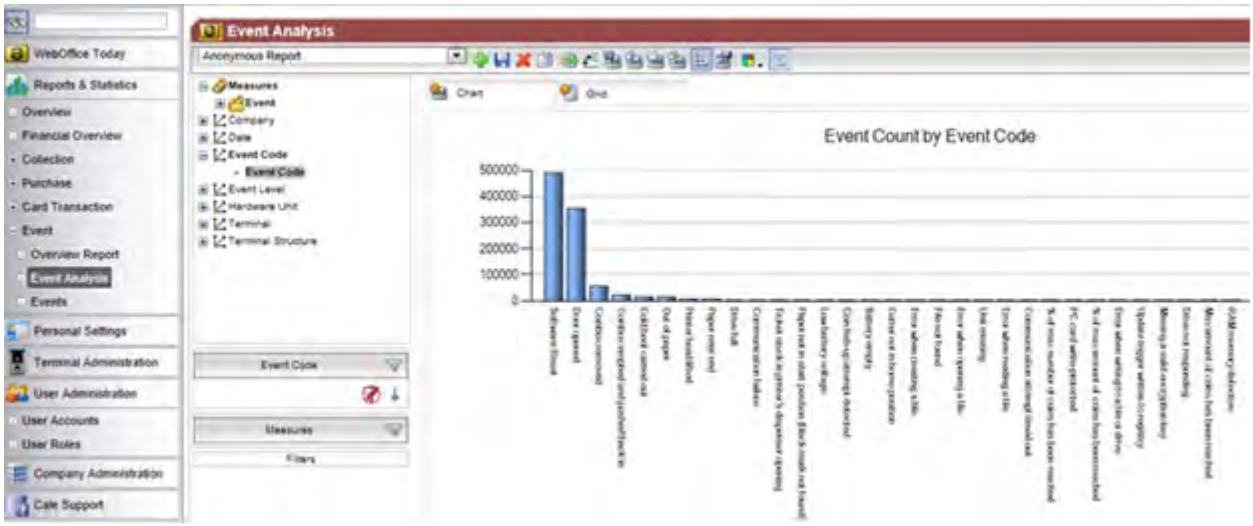


Figure - Event Analysis: This graph shows all event codes by event count, for a user-defined period of time.

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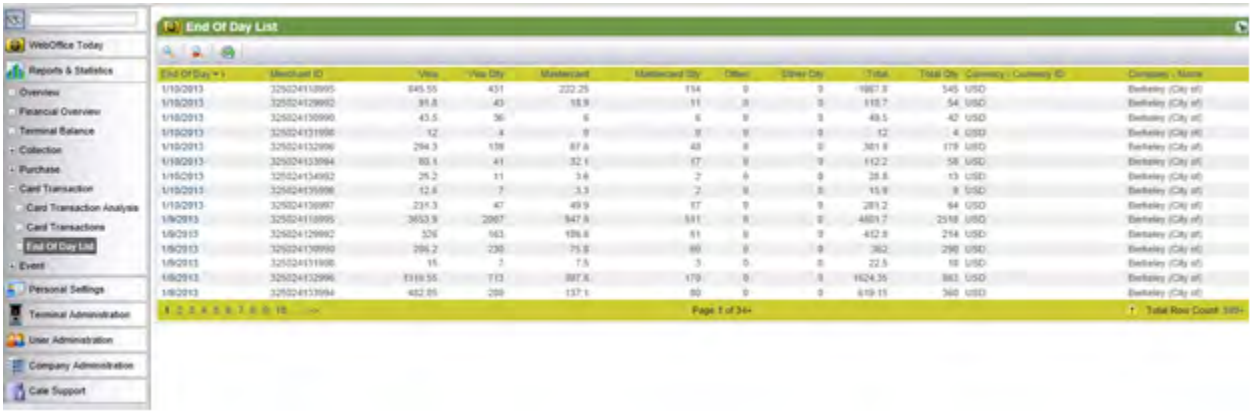


Figure - Credit Card End of Day Report: This list shows the end of day status of specific credit card deposits for a user-defined timeframe.

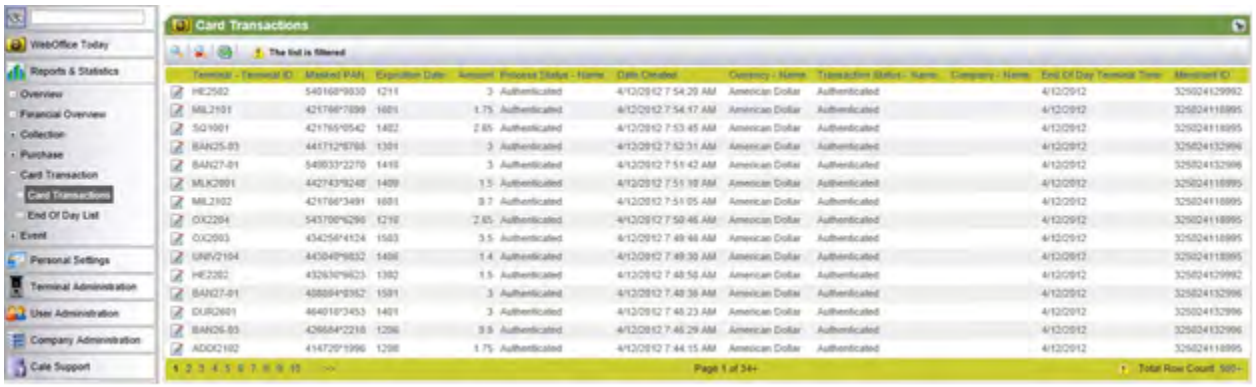


Figure - Credit Card Transactions Report: This shows the details of every credit card transaction. Note: no one has access to complete credit card number information.



Figure - Uncollected Terminals Report: This report shows where terminals have not been collected in a specified number of days. The number of days is adjustable.

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30. Describe the hardware and system warranty and any extended warranty options.

CWT pay stations come standard with a 1 year parts warranty. Extended warranties are available as a cost option. Typical extended warranties are 3 to 5 years. ParkMobile provides all software updates and upgrades as part of our continuing WebOffice subscription fees.

31. Describe any exceptions to the Contractor's hardware warranty terms.

The warranty details for the CWT Pay Station are as follows:

Warranty Information

1. PRODUCT WARRANTIES. During the General Warranty Period (as defined below), ParkMobile shall replace, at no additional cost to Customer, except as otherwise provided under the Order, any part, accessory or modular component of any Products purchased directly from ParkMobile and determined to be defective in material or workmanship under normal use and service (the "General Warranty"). Customer shall cooperate with ParkMobile in any effort to pursue a claim with the manufacturer of a defective part. The "General Warranty Period" for (i) each pay station shall extend for (a) twelve (12) months following the date of installation of the pay station or (b) thirteen (13) months following the date of delivery of the pay station to Customer, whichever date occurs first; and (ii) each part or accessory purchased hereunder for one hundred eighty (180) days following its delivery to Customer. To the extent that any Products contain Programs, ParkMobile warrants that the Programs will conform to ParkMobile's specifications in effect on the date of delivery to Customer. ParkMobile shall make reasonable efforts to maintain the Programs and provide error corrections as necessary so that the Programs conform to ParkMobile's specifications, but ParkMobile shall not be required to provide new features or new versions of the Programs. In no event shall ParkMobile have any responsibility to correct any database errors or any errors or damage caused by or arising out of hardware defects or input errors or resulting from changes to or modifications of the Programs made by the Customer or any other user. Customer shall be responsible for the operation and maintenance of the Products purchased hereunder and shall promptly notify ParkMobile of any Program bugs, defects or other malfunctions, not easily correctable by Customer, that affect the transmission of data to or from the Products or that otherwise inhibit a key function of the Products. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 1, PARKMOBILE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PRODUCTS OR THE PROGRAMS. NO ADDITIONAL WARRANTIES MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. PARKMOBILE'S SOLE RESPONSIBILITY AND LIABILITY UNDER THESE TERMS & CONDITIONS SHALL BE TO REPAIR OR REPLACE, AT PARKMOBILE'S OPTION, A DEFECTIVE PRODUCT.

2. WARRANTY LIMITATIONS. THE GENERAL WARRANTY FOR (i) THE PRINTER COMPONENT OF ANY PAY STATION SHALL BE IMMEDIATELY VOIDED IF CUSTOMER USES RECEIPT PAPER THAT DOES NOT MEET SPECIFICATIONS PROVIDED BY PARKMOBILE, AND (ii) THE

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PAY STATION BATTERY SHALL BE ONE (1) YEAR FROM INSTALLATION OF THE PAY STATION. PARKMOBILE SHALL NOT PROVIDE WARRANTY COVERAGE FOR DAMAGE TO ANY PRODUCT DUE TO ACCIDENT, NEGLECT, MISUSE, ABUSE OR NATURAL DISASTERS. THE GENERAL WARRANTY DOES NOT INCLUDE LABOR OR REPAIR COSTS. THE GENERAL WARRANTY SHALL BE VOIDED BY (i) USE OF NON-FLOWBIRD REPLACEMENT PARTS; (ii) UNAUTHORIZED ADDITIONS TO THE PRODUCTS; (iii) UNAUTHORIZED ALTERATIONS TO THE PRODUCTS; (iv) SERVICE TO THE PAY STATIONS PERFORMED BY PERSONNEL WHO ARE NOT CERTIFIED BY PARKMOBILE TO PERFORM SUCH SERVICE; OR (v) FAILURE TO MAINTAIN THE PRODUCTS IN ACCORDANCE WITH THE MAINTENANCE REQUIREMENTS.

3. Parts Exchange. The Parts Exchange Program (the "PEP") involves ParkMobile's provision of certain replacement parts for the Covered Meters and parts exchange services with respect to the same.

4. Program Enrollment. Customer shall enroll all of its Flowbird parking meters in the PEP (the "Covered Meters"). In the event that Customer has Flowbird parking meters that are still under original warranty, such meters shall be enrolled in the PEP and become Covered Meters upon the expiration of the original warranty without further action by the Customer.

5. Term. Meter enrollment in the PEP shall remain in effect for a minimum of one (1) year from the Effective Date ("Initial Term"). Following the Initial Term, all Covered Meters shall remain enrolled in the PEP on a month-to-month basis.

6. Return of Parts. The Customer is responsible for delivering to ParkMobile, at Customer's sole cost and expense, all parts being tendered for exchange under the PEP. Customer shall ship such parts with reputable shipping companies and/or delivery services, and shall bear the risk of loss and damage of such parts until such parts are delivered to ParkMobile.

7. DISCLAIMER OF ADDITIONAL WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, PARKMOBILE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY REPLACEMENT PART PROVIDED HEREUNDER. IN ADDITION, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NO ADDITIONAL WARRANTIES MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. PARKMOBILE'S SOLE RESPONSIBILITY AND LIABILITY UNDER THIS AGREEMENT SHALL BE TO REPAIR OR REPLACE, AT PARKMOBILE'S OPTION, A DEFECTIVE PRODUCT.

8. Removal and Installation of Replacement Parts. The Customer is responsible for removing any parts requiring replacements from a Covered Meter, packing and delivering such part to ParkMobile without further damage, and re-installing the replacement part furnished by ParkMobile pursuant to the PEP. The Customer shall perform such removal and re-installation of parts in a good and workmanlike manner, and in a manner that adheres with any technical documentation or instructions with respect to such tasks that may be provided by ParkMobile from time to time.

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9. Exclusions. The PEP is intended to provide replacement parts for Covered Meters that are subject to parts failure (whether due to design defect or ordinary wear and tear) connected with the ordinary and intended use of the Covered Meters. The PEP is not intended to replace parts that become damaged by extraordinary events which, in many cases, would or could be covered by commercial insurance policies. The following items, services, parts and conditions are not covered under the PEP, unless noted:
    a) Labor
    b) Travel expenses
    c) Expedited shipping costs
    d) Batteries – Covered under the first-year warranty, but not the PEP
    e) Shipping costs of return parts to Flowbird
    f) Any damaged, vandalized or incomplete part
    g) Any improperly maintained part
    h) Any malfunction caused by weather or acts of God
    i) Any malfunction caused by intentional or negligent acts of the Customer, its staff, service providers or any third party other than ParkMobile and its affiliates
    j) Any part that cannot be disassembled and therefore cannot be repaired or refurbished including coin canisters, bill cassettes, and display assemblies
    k) Printer assemblies without printheads

10. Shipping. The Customer shall bear all shipping and freight charges for parts being returned to ParkMobile for replacement. ParkMobile shall bear all shipping and freight charges for replacement parts being sent by Flowbird to the Customer utilizing normal ground shipping.

11. Services. The following services are included in the PEP:

    a. Unlimited technical support through our Help Desk by phone seven (7) days a week.
    b. Replacement of any component in a Covered Meter, except parts or conditions listed in Section 10 immediately below. ParkMobile may, in its sole discretion, choose whether to utilize new or refurbished/reconditioned parts in providing replacement parts to the Customer under the PEP
    c. Guaranteed shipment within three (3) business days of all covered replacement parts if they are in stock.

12. Return of Faulty Parts.
    a. A service request order (SRO) is required for all parts that are being returned to ParkMobile for replacement. SROs can be requested by contacting the Flowbird Help Desk. When you call or email the Help Desk for a SRO, include the following information about all returned parts:
        i. What is wrong with the part(s) being returned.
        ii. Meter ID for the meter the part came out of, if known.
        iii. Part serial number from the sticker on the part, if there is a sticker.
        iv. Indicate that you are requesting a replacement part under the PEP.

    b. Include a copy of your SRO form in the box with the returned part. The shipping address for the ParkMobileparts warehouse is included at the top of the SRO form.

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Parts being tendered to ParkMobile for exchange must be returned within fourteen (14) days of the SRO issue date. If a qualifying exchange part is not received within fourteen (14) days, the Customer account will be billed for the non-exchange part price.

c. Special Instructions
   i. Coin Selectors: If you are returning a coin selector, please let us know if the selector is programmed to take tokens.
   ii. Card Readers: When returning card readers, please remove the bezel and rain guards prior to shipping. These parts will not be returned with the replacement reader. Please specify the model of card reader you are returning.
   iii. Printers: Printer assemblies must be returned with the printhead, and ribbon cable attached. Printer assemblies without printheads may not be exchanged.

32. Describe the Contractor's support services, including customer support availability on-line help features, Help Desk, and optional on-site support.

Through our Customer Care Center, we provide multi-channel end-user support via phone, webform, email and live chat 7 days per week, plus technical support, troubleshooting and parts support.

Additionally, we have local field technicians based in Detroit and Grand Rapids to help your team support your new parking system. Response times are based on severity and urgency. ParkMobile will train City staff to perform day to day maintenance operations. If the City cannot fix an issue, your staff should contact the ParkMobile help desk. If the problem cannot be resolved through help desk intervention, ParkMobile will dispatch a technician. A quote can be provided prior to dispatch. We can also propose a service agreement.

Using ZenDesk, all calls and support requests are logged in real-time and assigned for dispatch for field service. The live database is fully accessible via web or mobile app with customizable notification options. List-view detail reports and the analytics reports in the Explore reporting tools are fully configurable and exportable.

ParkMobile will provide the city with a toll-free number to reach our support team during normal business hours and an additional phone number for emergency purposes. We can customize a support package that meets your needs.

The WebOffice back-office will provide the city with remote access to monitor all your pay stations in the field. Software upgrades can be performed remotely.

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Our online Help Center includes technical support articles, bulletins and procedures with community-based input. Our local technicians participate in weekly team meetings to review installation and upgrade projects throughout the country and can provide feedback and guidance to the local maintenance staff. ParkMobile account manager/service manager will maintain regular contact with City staff to provide updates and review past performance of the system.

Additional details about our support services are described in our response to Question 6 in the Mobile Parking Payment System section of this proposal.

33. Describe the Contractor's project management team and process for implementation of their proposal.

ParkMobile will be managing the implementation of the mobile parking payment system and the pay stations as a single project, since we are providing all the applications and equipment required.

However, per the RFP instructions, in this section, we focus on the implementation of the pay stations. Additional details, including our approach for implementing the mobile parking payment system, are described in that section of the proposal.

Project Team

The ParkMobile Project Manager, Garett Snook, will be the City's main point of contact, with responsibility for the entire project. He will oversee the ParkMobile team consisting of both mobile app and pay station specialists, to deliver a unified, end-to-end parking ecosystem.

The following are the members of the ParkMobile team that will be working to configure, deliver and install the pay stations and related services.

Account Manager: Ensures project is delivered to the specification of the RFP/RFP Response
First-Line Site Supervisor: Manages field operation and installation technicians
Installation technician: Responsible for installation of pay stations
Software Customization Manager: Responsible for software programming
WebOffice Configuration Manager: Responsible for reporting setup, integrations and back-office training
Support Manager: Responsible for support related issues during project implementation
Media & Marketing Manager: Assists with community outreach and marketing campaign

Project Approach

Our project approach centers on a dedicated project manager who serves as the primary point of contact, ensuring seamless coordination throughout the project. This project

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manager is supported by a strong, multidisciplinary team focused on quality control, project oversight, and document management, providing our clients with the highest level of service.

We are committed to helping our clients leverage our solutions to make cities more livable. To continuously improve, we actively gather customer feedback and allocate resources to transform that input into real-world enhancements, ensuring our solutions evolve to meet the changing needs of our partners year after year.

Work Plan

With years of experience and numerous successful parking system implementations, ParkMobile has developed a streamlined deployment process to ensure efficiency and reliability. Upon award, we quickly engage with your team to initiate software configuration, back-office setup, and credit card processing integration.

Our ability to deliver on time stems from our scalable system architecture and extensive expertise in parking pay station deployments. We work closely with clients and subcontractors to align expectations and ensure a smooth rollout.

Upon receiving a notice to proceed, ParkMobile follows a structured, step-by-step approach to ensure full engagement with your team and the successful delivery of all project requirements.

Quality Assurance

Flowbird manufactures and assembles the CWT pay station in-house, ensuring the highest quality standards. Before shipping to a client's site, each pay station undergoes rigorous hardware and software testing to guarantee optimal performance. This thorough quality control process ensures that every unit arrives ready for installation, minimizing deployment time and keeping the project on schedule.

34. Provide resumes for the team that will be assigned to the City.

We have assembled an experienced team to implement this exciting new project for the City. The majority of our team has over ten years of experience delivering parking solutions to clients, with no team member having less than 5 years of experience in the parking industry.

The team is supported by a substantial, customer focused organization with well established processes, practices and controls designed to deliver projects that meet our customers' expectations. We employ over 200 staff members in the United States, located across the country, specifically dedicated to supporting our mobile application and the Flowbird pay station line of products and services. The following are the staff

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members who will be responsible for the successful delivery of the CWT pay stations in Royal Oak.

The following are the members of our team that will be working on the pay station implementation, under the direction of Garett Snook, the Project Manager (details about Garett's background are provided in the Mobile Parking Payment System section).

Lionel Deperrois – Chief Operations Officer

Lionel oversees Customer Service, Project Delivery, R&D, Technical Support, and Support Departments in North America. His team supports an installed base of over 50,000 pay stations for over 900 client locations along with numerous mobile parking payment app deployments.

Lionel started at Flowbird over 15 years ago in our Research & Development department, and was on the team that developed the contactless smart card payments for the SNCF rail project which includes 1,500 Ticket Vending Machines throughout France. Lionel then moved on to manage large projects such as our deployment of 240 Ticket Vending Machines in Toronto. He has worked on various international projects in countries such as France, Morocco, Poland, Canada, and the United States.

William Johannsen – Director of Project Management

William Johannsen has been with the company since 2007, starting as a product specialist after years of experience as an electronics repair technician. Over the years, he has earned multiple promotions and now leads project implementations, overseeing a team of project managers.

With nearly two decades of hands-on experience with Flowbird pay stations, William is the company's go-to expert on both hardware and software. His meticulous planning and proactive problem-solving ensure that our projects are consistently completed on schedule, even when unexpected challenges arise.

William holds certifications in project management, industrial electronics, and welding technology and has successfully managed large-scale parking deployments in New York, Philadelphia, Las Vegas, Minneapolis, Omaha, and many others.

William will be supporting Garret Snook for this project.

Ed Kinkade - Business Development Manager

Ed joined the company in 2014 and manages mid-west, mid-Atlantic, and northeastern territories. Ed works directly with key clients such as the cities of Grand Rapids, Lansing, Columbus, Cleveland, ParkIndy (Indianapolis), and the Philadelphia Parking Authority.

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Ed consults with cities, universities, and other agencies by providing guidance and recommendations based on industry best practices. He is proactive about participation in industry events which increases his knowledge base, while providing opportunities to connect with potential integration partners.

Ed is a graduate of Richard Stockton College of New Jersey with a degree in Political Science.

William Duson – Field Service Manager

William has over twenty years of field service experience, spending 11 years with Sunoco Corporation prior to coming to Flowbird in 2010. His work at Sunoco included the service of every aspect of service station maintenance, from back-office systems to maintenance of the pumps, and included electrical, mechanical, and hydraulic work. William was also the primary resource for training of new technicians.

In William's current position, he supervises and dispatches field technicians. This includes selecting the right technician for project implementations. Prior to this management position which he assumed in 2019, William was a lead field technician in charge of installation of pay station equipment, on-site project management, on-site maintenance and service, system upgrades, and training.

Patrice Yackel – Customer Success Manager

Patrice has worked at the companyfor over 20 years in various capacities. Her broad experience in accounting, customer service, Help Desk and service department management has made her a true partner to our customers. She has ensured timely installations to hundreds of satisfied customers. Patrice's role is to oversee our software customization team as well as our field services team, making sure that testing processes are being followed, ensuring that customers are satisfied with the transaction flow seen by the end users, as well as ensuring prompt response to customer requests. Patrice has worked directly on projects for large parking and transit agencies across the country.

Anthony Brown – Back-Office Systems Manager

Anthony joined the company in 2011 and attended both Georgia Southern University and Savannah State University. He has 20 years of experience in back-office system configuration and customer service. In his current role, Anthony is responsible for the initial setup of client systems including configuring the back-office, integrating with 3rd party systems, and setting up credit card accounts. Anthony works with our clients of all sizes, providing training and guidance on all aspects of the WebOffice back-office system, including how to run specific reports and how to manage online parking validation programs.

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For this project, Anthony will work directly on the configuration of WebOffice to make reporting simple and ensure that City team members are trained on utilizing the back-office in an effective manner.

Julianne Wilhelm – Marketing/Public Awareness

Julianne joined the company in 2017 with a Bachelor of Science in Public Relations from the University of South Florida. With 11 years of experience in Marketing and Public Relations, she manages corporate branding for the company's North American operations, along with assisting clients with public awareness campaigns - most often when they introduce changes to their parking system. Julianne has helped to launch successful marketing campaigns for clients such as Atlanta, GA; Paso de Robles, CA; Isle of Palms, NC; and Washington State University, among others. In 2022, Julianne was instrumental in the launch of New York City's ParkNYC mobile app, one of the largest mobile parking app deployments in the world.

For this project, Julianne and her team will provide marketing and communications services, working in conjunction with the City to optimize public awareness during the roll-out.

35. Describe the scope of work and contractual relationship with any subcontractors included in the Contractor's proposal.

We do not anticipate utilizing subcontractors for this project.

36. Describe the Contractor's hardware and software testing process, especially regarding third-party integrations.

We manufacture and assemble the CWT pay station in-house, ensuring the highest quality standards. Similarly, we customize the pay station software in-house with our expert software customization team. Before shipping to a client's site, each pay station undergoes rigorous hardware and software testing to guarantee optimal performance. This thorough quality control process ensures that every unit arrives ready for installation, minimizing deployment time and keeping the project on schedule.

New integrations are tested thoroughly with our integration partners. For this project, testing of 3rd party integrations will be led by our project manager. For example, when transactions are tested on the CWT pay station, the project manager will ensure that the transactions appear on the City's parking enforcement devices in real-time. This is typically performed during our QA process prior to equipment shipping to ensure all hardware, software and integrations are working properly.

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37. Provide a project schedule from contract execution to installation. Include an accurate timeline for pay station delivery.

Below is a proposed provisional implementation schedule for the pay stations only (please see the Mobile Parking Payment System section for the schedule to implement the ParkMobile app. Our schedule can be accelerated if necessary to accommodate the City's needs.

IMPLEMENTATION SCHEDULE	
Project Initiation: • Kickoff meeting scheduled • Software configuration confirmed • Fee structure and enforcement rules defined • Pay Station/Meter locations determined • Timeline confirmed • Marketing Plan defined	**One week after Notice to Proceed (NTP)** ParkMobile staff will host weekly calls remote/in person to make sure key milestones are met and actions items are assigned/completed.
• Software build and internal testing • Pay Station software • Banking setup • Integration and Back-Office Reporting Setup	**NTP + 6 weeks** We will communicate with the City's accounting department to ensure all software and banking information is correct.
• Pre-Installation Marketing Plan Executed • Flyers designed by ParkMobile • FAQ provided by ParkMobile for City website • Standard in-house produced video (note that custom video will need to be quoted)	**NTP + 4 to 6 weeks** ParkMobile marketing team will work with City staff for design approval and marketing approach.
Final testing and shipping from ParkMobile warehouse	**NTP + 8 to 12 weeks** ParkMobile will handle the majority of final testing from our warehouse. Minimal involvement with City staff.
Delivery of equipment to customer site, installation, customer training	**NTP + 9 to 13 weeks** ParkMobile will work with the City engineering department and parking department with the deployment of the meters.

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38. Describe the training methodology.

Our team will provide comprehensive training to city staff on both equipment operation and maintenance, as well as training on the WebOffice back-office suite for effective software usage. Below, please find our training outlines.

Hardware Training (In-Person)



Introduction
- Topics Overview
- Training Goals

Hardware Overview

Installation Procedure
- Machine Installation
- Commissioning

Theory of Operation
- Solar Power
- Coin/Cash System
- Card System

Troubleshooting
- Using Machine Self-Diagnostics
- Using the “Theory of Operation” to Diagnose Faults

Preventative Maintenance
- Preventative Maintenance
- Biannual Preventative Maintenance

Meter Application Software (On-site Programming)
- Initialization
- RAM/ Flash Memory Rate Changes

Receipts & Enforcement Procedures
- User Receipts
- Collection Receipts
- Enforcement Procedures

Collections Procedures
- Cash Collection
- Credit Card Data Collection

Software Modification and/or Upgrade

Meters and Parts Ordering Procedures (Inventory)
- Machine Order Worksheet
- Spares Order Worksheet

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Software – WebOffice Training (Virtual)

Define Terms

- Home screen
- Dashboard
- Workspaces



Dashboard

- Dashboard Manipulation
- Maintenance
  - Terminals Out of Order
  - Maintenance Performed
  - Action Required
  - Consumables
  - Communication problems
- Financial
  - Cash In Terminals
  - Cash Collections
  - Parking Activity
  - Ticket Sales Analysis
  - Transaction
  - Mappable Stats
- Maintenance Workspace
  - Maintenance Alerts
  - Maintenance Progress
  - Sales Infrastructure Supervisor
- Collection Management Workspace
  - Collection Alerts
  - Collection Progress
  - Collection Results
- Transaction Workspace
  - Meter Transaction History
  - Parking Sales Supervision
- Pay by Plate Enforcement

In addition, ParkMobile will provide training on the ParkMobile app, as described in detail later in this proposal.

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39. Describe how upgrades to the PSMS or other systems will be distributed, communicated, and implemented (e.g., appropriate staff training) during the contract term.

Depending on the type of upgrade, ParkMobile will communicate through our support team or through your assigned account manager. Major product announcements are typically shared through ParkMobile's marketing team.

40. Identify any exceptions to the terms and conditions included in the City's sample agreement. The City may not consider exceptions not identified.

ParkMobile does not take any exceptions to the terms and conditions provided in the RFP, however, the following insurance provisions are not applicable:

- ParkMobile does not carry Professional Liability Insurance since we do not provide professional services.
- Garage Liability does not apply to this contract.

We have provided our comments and ability to meet the proposed Liquidated Damages in our requirements matrix.

ParkMobile will review and negotiate full terms upon contract negotiations. Typical negotiation provisions include data ownership and mutual indemnification language. We will negotiate agreeable terms upon contract negotiation.

41. OPTIONAL

a. Describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Provide examples of prior successful implementations, including sample images emphasizing similar installations and education introducing pay-by-plate pay stations and new paid parking policies.

ParkMobile and Flowbird both have vast amounts of experience helping cities introduce new paid parking systems. We understand that the most important aspect of introducing paid parking is engagement with the public and key stakeholders (e.g. Mayor, Council People, Local Merchants, Chamber of Commerce). We assist cities not only by providing parking technology, but by offering consultation, public outreach assistance, and recommendations on parking policy and technology placement.

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Over the last several years we have helped many communities successfully introduce paid parking programs by supplying the following tools, many of which we supply at no cost.

Press Content

Controlling the message with the press is key. Our team can provide content specific to our system and your roll-out that can be released to the press to help you spread the word about the benefits of the deployment. There is no additional cost for this service.



How those new ParkDetroit kiosks will work

Transportation

ParkDetroit unveiled

New partially solar-power parking kiosks, designed to replace broken meters, are set to be installed in Detroit's Midtown neighborhood by the end of this week and in downtown within two weeks.

The kiosks were on display today during a news conference at the Avenue of Fashion business district on Livernois.

Crain's reported details of the plan Monday morning.

Overall, 900 kiosk pay stations will replace about 3,000 meters in the new system, called **ParkDetroit**. It is being billed as one of the easiest parking systems to use in Motorists will be prompted to pay for their spot by typing their license plate numbe parking space number — into the kiosk nearby.

"The objective here is to write fewer tickets and give people more options to pay," Brown, Detroit's COO.

As part of the new system rollout, the parking ticket fee won't change, but a proble more vexing to residents and businesses will be: Old parking meters, at least half o work, will be mostly gone.

After Midtown and downtown, the system will be expanded to New Center and som neighborhood retail strips.

Parking will cost $1 per hour in Detroit's neighborhoods, $1.50 per hour in Midtown Market, and $2 per hour downtown.

If a parker pays for a spot for one hour and uses only 30 minutes, he or she can mo to another spot in the same zone and use the remaining 30 minutes. Parkers also c digital wallet, whereby, for example, $20 worth of parking is purchased and used o

Parkers can download a free mobile app to pay for parking. If a visitor predicts a bu meeting will go for an hour, but the meeting goes for two, the visitor would get an her phone asking if they want to extend their time. Also, if someone has a vehicle p part of town but has walked or been driven to another part of the city, he or she ca parking time from another kiosk.

Maria Esquinca and Marti Benedetti contributed to this report.

PRESS RELEASE

For Immediate Release

April 19, 2016

PARK ROANOKE

PARK Roanoke Introduces New Off-Street Meter Pilot Program

Roanoke, VA—The management of PARK Roanoke, the City of Roanoke's parking operator, has announced a new Parking Meter Pilot Program at several of its off-street downtown parking lots. New solar-powered parking pay stations have been installed at the Market Lot, the Gainsboro Garage Lot, and the Higher Education Center Lot. The pay stations accept coins, bills, and credit cards, and operate in English and Spanish. Parkers can also use their mobile phones to pay for parking at these locations.

PARK Roanoke entered into a contract with Parkeon, USA in late 2015 for the placement of these piloted meters at no cost to the City for a period of 90 days. As a pilot program, PARK Roanoke will offer various payment types to parkers during the pilot. The Market Lot will utilize a Pay by License Plate configuration, which means that parkers will enter their license plate into the meter to pay for parking. Parkers at the Gainsboro Garage and the Roanoke Higher Education Lot will be able to pay using space meters.

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Press Conference Support

Many cities utilize press conferences to announce the launch of their new parking systems. Our team provides technical assistance and is able to answer questions from the press. There is no additional cost for this service.





Website Content and Images

For many of our meter deployments, we work with municipalities to help them build web pages that help them communicate all there is to know about their new parking systems. We provide content such as FAQ information as well as various pay station images and mobile phone screen shots for no additional cost.





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Brochure and Flyer Design

Our team can work with your staff to create a brochure or flyer that provides clear instructions to patrons needing to make a parking transaction. These documents can be posted on websites and handed out on-site. There is no additional cost for standard flyer design. Major customizations may incur an additional fee which will be shared prior to starting the work.



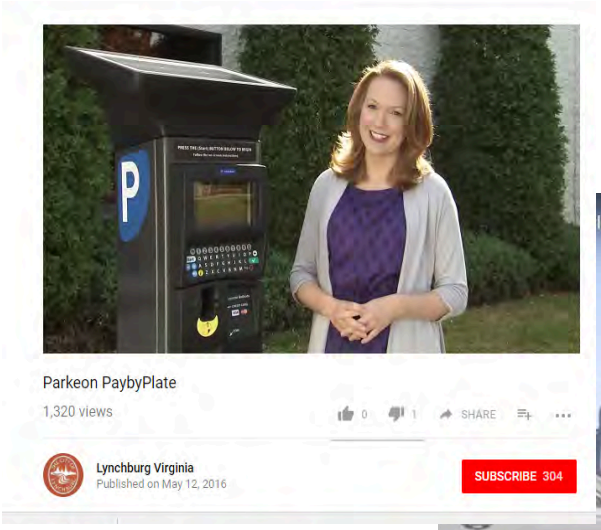


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Video Creation

Our team has helped several clients build video content to support their pay station deployments. Videos can be used to announce the new system, inform the public of why the system was chosen and/or provide instructions on how the system works. We can provide existing video content, connect you with clients that have already produced videos, and help you build new content. Costs may be associated depending on the services provided.





b. Describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.

Validation codes are often used by local merchants to provide free parking to their customers. Our solution allows for the creation of electronic validation codes with a wide variety of parameters including date/time ranges, number of code uses, etc. directly from a web interface. City staff will be trained to create and manage validations if the City chooses this option. Parkers with codes can enter them directly into the pay stations when prompted.

The validation code solution is a cost option. Please see our price proposal for details.

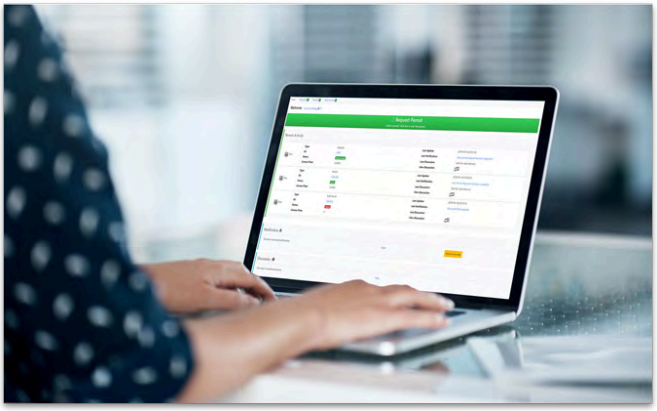
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c. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.

Below are additional services that the City can consider to enhance its overall parking solution.

Flowbird Permit



Flowbird Permit is a web-based parking solution that simplifies the purchase process and management of all types of parking permits. Key features include:

- Digital solution – no physical permits to purchase or manage
- Easy to apply on the web
- Agency branded
- Automatic generated permits or with case management
- Customizable for different types of permit, areas and rates
- Aggregated statistics to monitor revenue stream
- View and manage all issued permits and historical changes
- Online credit card payments accepted
- Subscriptions based payment options available
- Enforcement through existing enforcement systems
- Issued permits are instantly available in real time

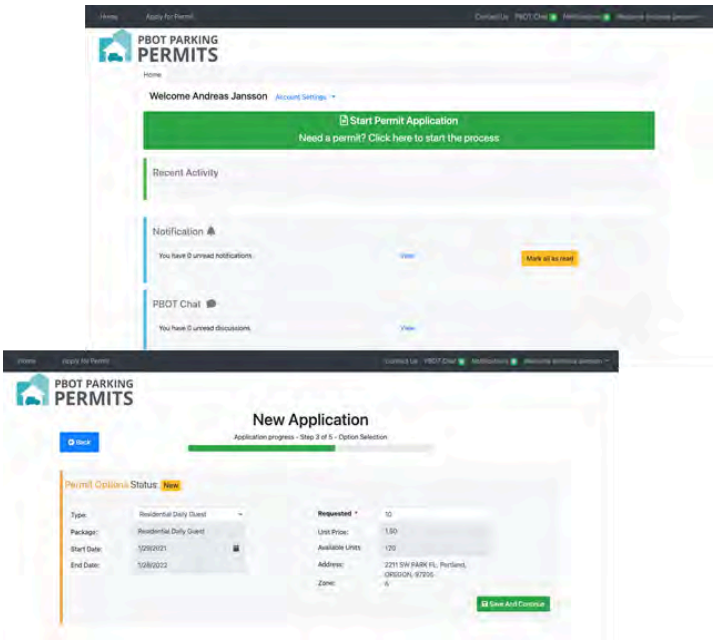
The system supports a variety of permit types including:

- Employee parking
- Residential parking
- Visitor parking
- Digital scratch permits – short term permits to be used on specific preferred days
- Bulk permits
- Temporary parking e.g. contractors
- Lobby version (Tablet)

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The system includes a Customer portal where the end users can:



- Apply for permits with or without case management
- Purchase or renew permits
- Move permits between cars
- Chat with the operator
- Manage cards on file
- Manage account details
- Manage new and old permits
- View the Queue
- Purchase permit for specific parking spots
- Receive notifications through e-mail/SMS

The system also includes an Operator portal which has the following features for City staff:

- Full control of all issued permits
- Ability to communicate with the end customer
- Permit creation
- Case management (approve or deny permits)
- Search, filter and manage permits
- Statistical overview
- Export to Excel
- See all changes in the history tab
- Payment overview and refund
- Different levels on users
- Send mass emails
- Configure notifications and the Permit customer portal

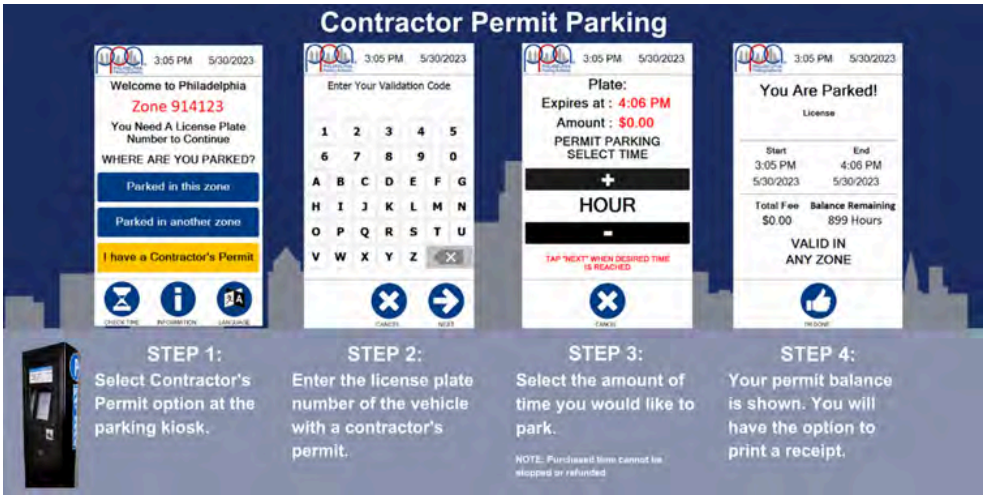
There is a one time setup fee for Flowbird Permit along with a cost per permit fee.

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Contractor Permit System

Managing the curb in congested areas is not simple, especially when contractors (e.g. electricians, plumbers, etc.) need to park close to their worksites. The CWT provides a unique way to help cities manage on-street contractor parking through an interface with the city's digital permit system. If a contractor already has a digital permit, they can go to the CWT, select "I Have a Contractor's Permit" and then select how much time they will stay. That amount of time is deducted from the balance on their digital permit and the balance is shown on the screen. When they reach the point where they have no remaining hours on their permit, the Flowbird system can then apply a discounted parking rate if your policies allow. This service requires an integration with the City's permit management system. We can provide a cost once we understand the full scope of work.



d. Describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.

Discount codes can be configured within our validation codes system. The cost for that service can be found in our price proposal. Passes and special event parking is typically handled through our rate engine. If desired, City staff will be trained to configure various rate structures and download them to the CWT Pay Station.

e. Describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.

ParkMobile has extensive experience in serving as Merchant of Record on behalf of clients, and can act as Merchant of Record for pay station and mobile payments in Royal Oak, if desired. If ParkMobile is the Merchant of Record, ParkMobile remits parking revenue (minus transaction and processing fees) to the client on a monthly basis.

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ParkMobile communicates to clients the advantages of utilizing ParkMobile as the Merchant of Record. Advantages include:

- **Payment Methods** - With ParkMobile as Merchant of Record, clients can ensure that the maximum amount of payment methods are available to customers, including the ParkMobile Wallet, which is only available when ParkMobile is MOR. ParkMobile Wallet also provides customers with a lower transaction fee.
- **Chargeback Coverage** - ParkMobile covers the costs of chargebacks, so clients are not responsible for them.

ParkMobile will remit City parking revenue (minus processing fees and the transaction fee) to the City on a monthly basis. Reports are available for reconciliation purposes.

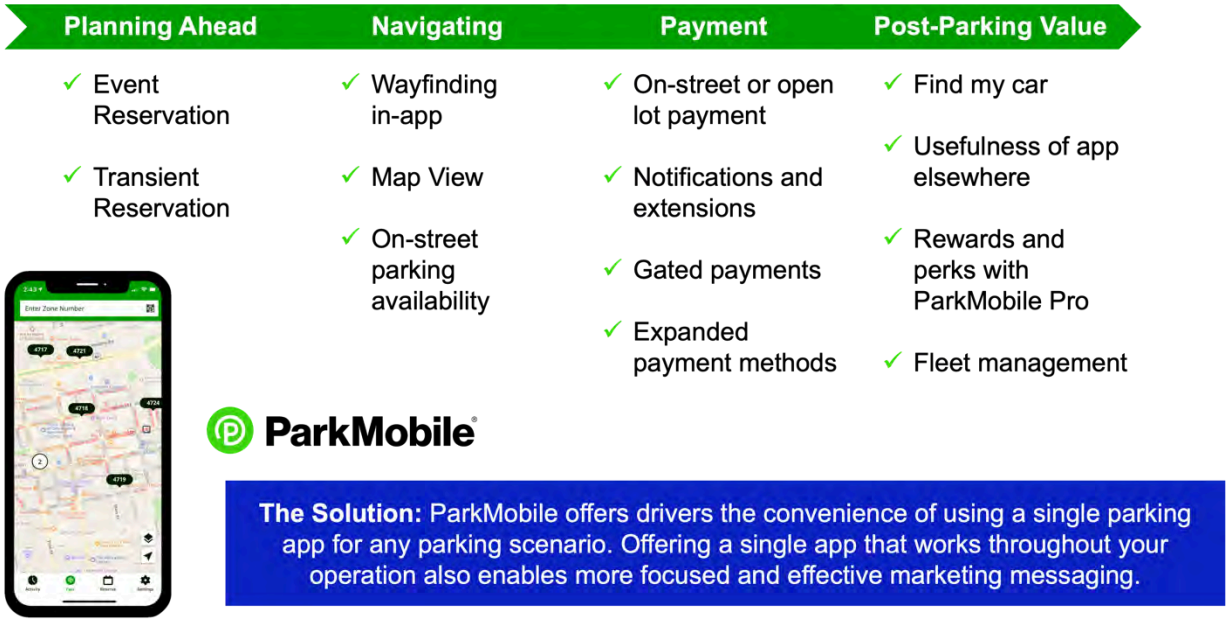
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Mobile Parking Payment System - Responses to Questions

1. *Provide an overview of the customer capabilities.*

ParkMobile is committed to providing a seamless and convenient parking experience for users, from planning, to payment and beyond. The app's intuitive wayfinding and map features help users locate parking in advance, streamlining their arrival process. With a variety of payment options, including digital wallets and credit cards, ParkMobile ensures a quick and simple transaction. The ability to extend parking sessions directly from the app offers flexibility for those with unpredictable schedules. Additionally, the "find my car" feature allows users to easily locate their vehicle after parking, further enhancing the overall experience.



ParkMobile core features include:

- **Map View:** The map view based on location shows the user nearby zones. A user can then touch the zone number to quickly initiate a parking session.
- **Start a Parking Session:** Quick process to select your zone, confirm your vehicle and payment type, then start a parking session.
- **Multiple Payment Options:** ParkMobile offers a variety of payment options, including most major credit cards (Visa, Mastercard, Amex), Google Pay and Apple Pay.
- **Extend Time:** Ability to add time to your existing parking session to avoid running back to “feed the meter.”

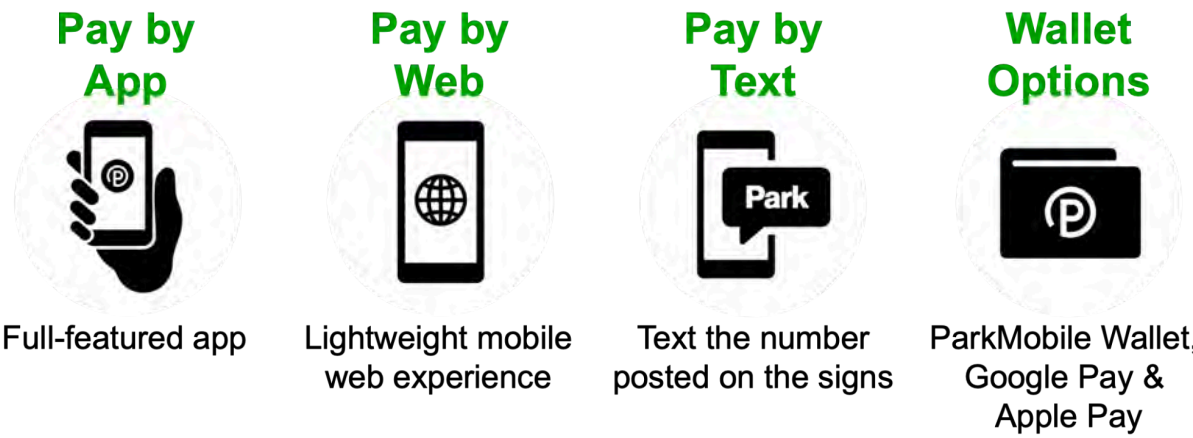
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- **Find My Car:** Integration with Apple Maps, Google Maps, and Waze to direct users back to their car.
- **Notifications:** Customizable push, text and email alerts to notify a user when parking will expire.
- **IVR Phone Number:** For people without a smartphone, use an IVR number to make parking payments over the phone. Users who call the IVR will go through the flow-through audio prompts.
- **Manage Account:** Easy to add, remove and update account information.
- **Transient and Event Reservations:** Find and reserve parking ahead of time in area garages and lots. Available for daily parking or events at select venues.
- **24/7/365 Customer Support:** ParkMobile offers support via phone, email, text, and chat. ParkMobile also has an extensive support site where users can get answers to frequently asked questions and read technical help articles.

2. Describe multiple payment options available, including voice, website (mobile responsive design), mobile SMS/texting, and smartphone application compatible with iOS and Android operating systems.

Today's consumer wants a choice when it comes to parking payments. That's why ParkMobile offers more ways to pay than any other mobile parking app. Beyond the flagship ParkMobile app for iOS and Android devices, users can also make parking payments via web, text, and phone call. Offering more consumer choice drives higher adoption.



Below are the payment methods available to users:

- **ParkMobile App:** The #1 parking app in the US provides the most robust user experience for iOS and Android devices.
- **Pay By Web at ParkMobile.io:** Lightweight, web-based flow for people who do not want to download the full-featured app
- **Guest Checkout:** Allows users to purchase parking without creating an account.

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- **Pay by Text:** When the user parks in a ParkMobile zone, they can text the keyword "Park" to 77223 to receive a short link via SMS to start their session.
- **IVR:** Drivers who don't own a smartphone can easily pay for parking by calling a toll-free IVR number and paying over the phone.
- **Flexible Payment Methods:** In addition to all major credit and debit cards, the ParkMobile system can accept prepaid cards, Google Pay, Apple Pay, and our own ParkMobile Wallet.

ParkMobile App for iOS and Android

The ParkMobile app provides a quick and easy process to pay for parking. Our Product team is constantly researching the experience and optimizing user flow. Once a customer downloads the app and creates an account, there's a simple payment process.

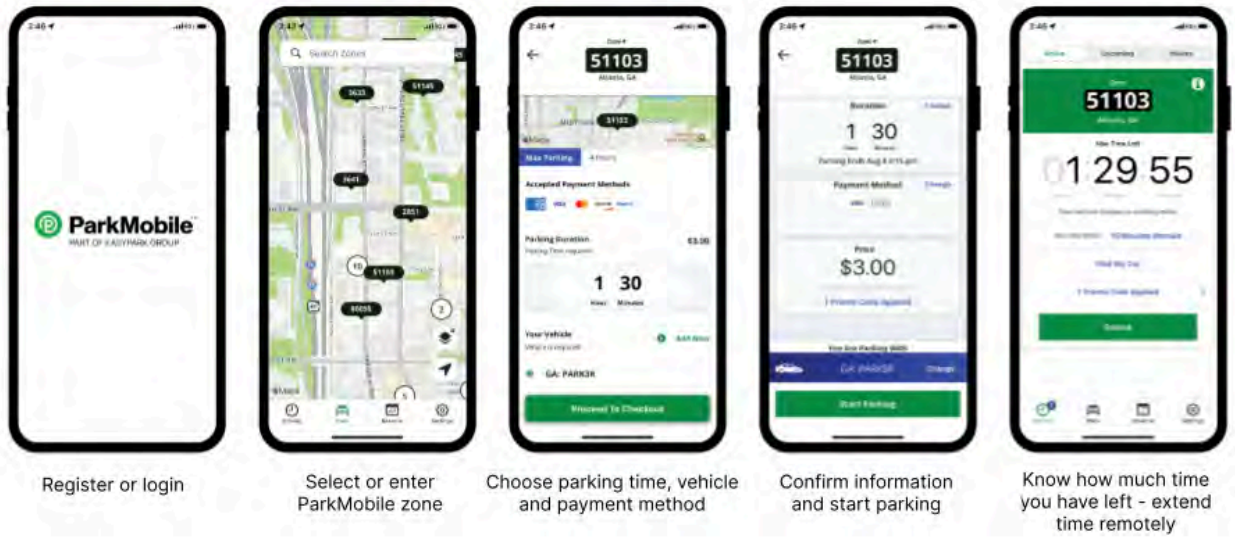


Figure – ParkMobile Zone Parking Process

1. **Enter Zone Number:** The user will enter the zone number posted on the stickers and signs around the meter. To make this process easier, the app uses location-based GPS coordinates to show the nearby zone numbers on the map so a user can easily touch the right zone number and then move to the next step in the process.

   Through client and user feedback, ParkMobile consistently implements user flow improvements to ensure the accuracy of both the user and enforcement processes. A recent improvement we have released is an alert that is displayed to the user if the ParkMobile system detects that they are located far away from their selected zone.

2. **Select Duration:** The user will select the duration of the parking session (hourly, daily, or annual). The duration is based on the rates and policies that are set up for

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that specific zone number in ParkMobile's backend systems. On this screen, the user will also see the default vehicle selected and will be able to change that vehicle if necessary. The user will then tap "Proceed to Checkout" to go to the next step.

3. **Confirm Information:** On the confirmation page, the user will see all the key details for the parking session: zone number, duration, payment method, and vehicle. The user can edit any of this information before starting the parking session. After the user confirms the information, the user touches "Start Parking" to begin the parking session and will then see a countdown clock with the time remaining.

ParkMobile Web Experience

ParkMobile's free mobile web experience enables users to pay for parking without downloading the full-featured app. While the ParkMobile app is available in English and Spanish, the ParkMobile Web Experience supports hundreds of languages based on the user's device settings. This ensures that all ParkMobile users have flexible, contactless payment options regardless of their native language. The web experience can be navigated to in three ways: text to pay, scan to pay (QR code), and by manually navigating to parkmobile.io.

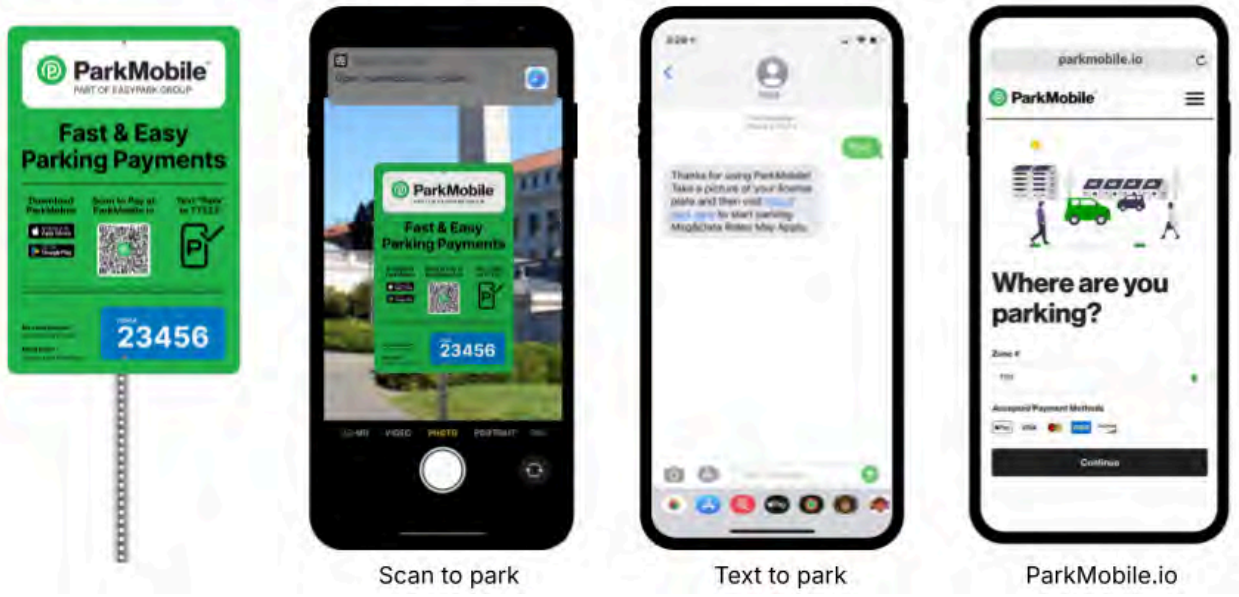


Figure - ParkMobile Web Experience User Flow Options

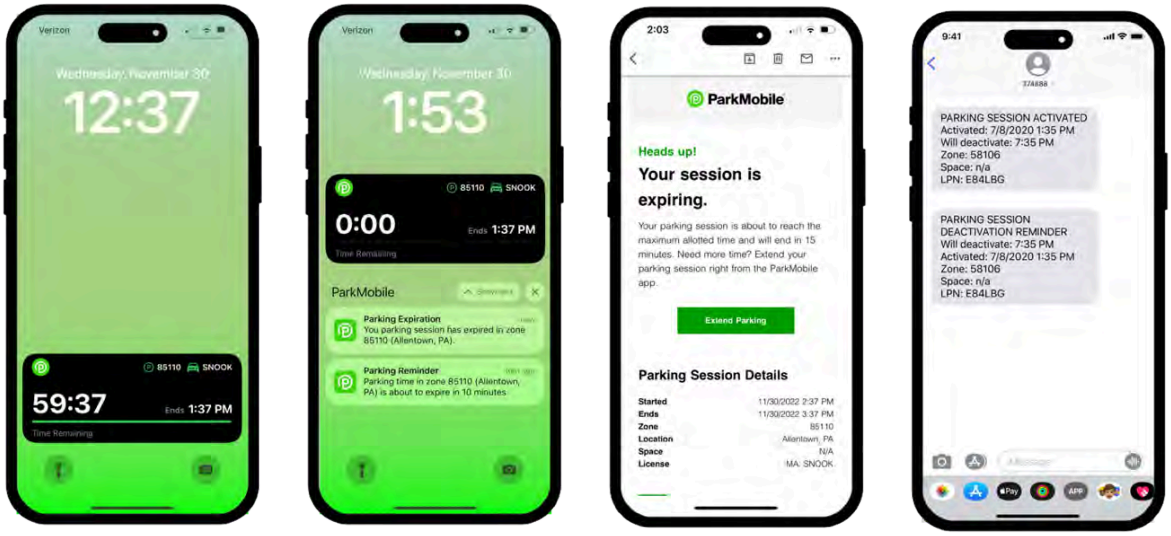
The ParkMobile web experience also offers a Guest Checkout option, allowing users to purchase parking without creating an account. This is a good option for the infrequent parker who prefers to make a mobile payment but does not want to download an app and create an account.

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Customizable Notifications

ParkMobile offers automatic real-time alerts to notify customers before their parking session expires. The timing of these alerts can be customized according to the customer's preference, and notifications can be delivered via email, SMS, or push notifications. Additionally, ParkMobile users will receive an in-app message and an email alert once their parking session has expired.



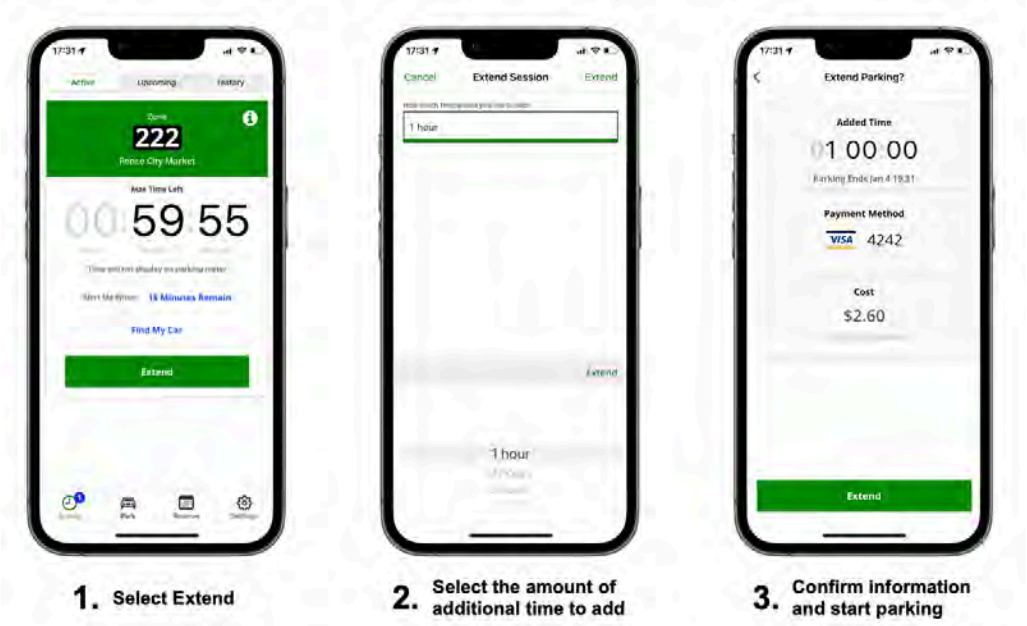
To further enhance user convenience, ParkMobile has introduced a new feature compatible with iOS Live Activities, allowing users to view the remaining time on their parking session directly from their device's lock screen. This feature simplifies the process of monitoring the time left in the current session, ensuring a seamless parking experience.

Extend Time

The most popular feature of the ParkMobile app is the ability to extend the time of the parking session remotely. Users can add parking time without returning to “feed the meter.” A user cannot extend time past the maximum parking time allowed for that location.

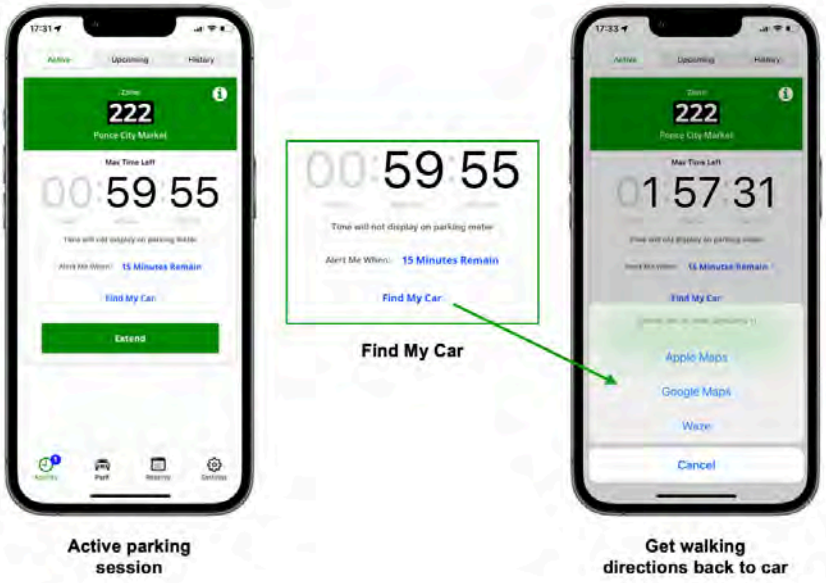
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Find My Car

Another popular feature of the ParkMobile app is Find My Car. This enables a user to get walking directions back to the location of her car. The user can select from multiple mapping options: Apple Maps, Google Maps, and Waze.



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3. *Describe mobile zone numbering sequences.*

ParkMobile supports numeric zone numbering sequences and most commonly 4-5 numbers. ParkMobile will work with Royal Oak staff to establish a zone numbering sequence that works best, or continue the zone numbering system already in place.

4. *Describe any customizations available, including application colors and messaging/alerts.*

We are proposing our flagship ParkMobile app for deployment in Royal Oak. ParkMobile has very strong brand recognition across the US and our flagship app is the most widely downloaded parking app in the country. If the City would like a custom-branded solution, we can provide a white label website which would provide the same ParkMobile web functionality while incorporating the City's unique color scheme and logo.



Custom app alerts can be configured in ParkMobile 360, our backend management system. These alerts can include messaging about special parking rates (ie. "Free Parking for the Holidays), alerts about park restrictions (ie. winter parking rules), and information about special events. The system automatically alerts users if they are parking outside of paid parking hours and it does not allow them the purchase parking beyond posted time limits.

5. *The State of Michigan does not allow for the letter "O" in any of its license plate numbers. The letter "O" is substituted by the number "0". Describe any options within the MPPS system to prevent users from accidentally entering the letter "O."*

While ParkMobile does not have any built in functionality which prevents the letter O from being entered, an alert pop-up can be triggered for Royal Oak zones that urges users to double-check that they have entered a 0 rather than an O. There are also several built in prompts encouraging users to double check that their license plate is entered correctly.

As we had stated earlier in the proposal, it is typically the enforcement software that will take care of any confusion between a letter "O" and a zero. We also recommend that the enforcement officer check before issuing a ticket if a letter "O" has been entered in error.

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6. Describe the process for handling customer complaints and refund requests.

ParkMobile's Customer Care Center is based in our corporate headquarters in Atlanta, GA along with an additional support team in Monterey, Mexico. We utilize the leading cloud-based customer service software, Zendesk, to handle customer complaints and customers can reach us via phone, email, chat, or even social media.

Refund requests will be handled by the Customer Care team only if ParkMobile acts as Merchant of Record on Royal Oak's behalf. In this case, our team will handle refunds according to the City's policy on refunds. If Royal Oak is Merchant of Record, refunds will be handled directly through the City.

We have provided more information about ParkMobile's Customer Care team later in this proposal.

7. Describe the different rate structures available.

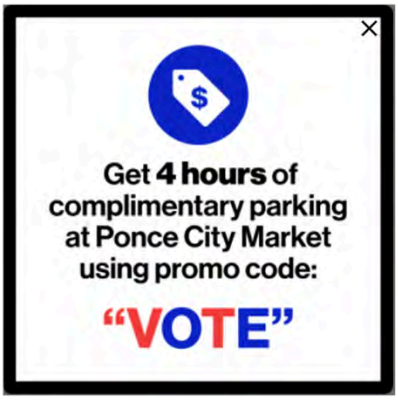
ParkMobile has extensive experience in managing unique parking operations of all sizes, from small towns with basic parking needs to large metropolitan areas with complex and varying rate structures. We can support both simple and complex rate structures, including those with multiple rates that change depending on the time of day, day of the week, or special events. Additionally, ParkMobile 360, our management system, provides a Rate Tester tool that allows staff to easily verify and confirm customer rates for specific dates, times, and locations. This feature is particularly valuable for ensuring accurate rate displays and avoiding policy gaps in areas with multiple, overlapping policies.

8. Describe any parking validation programs.

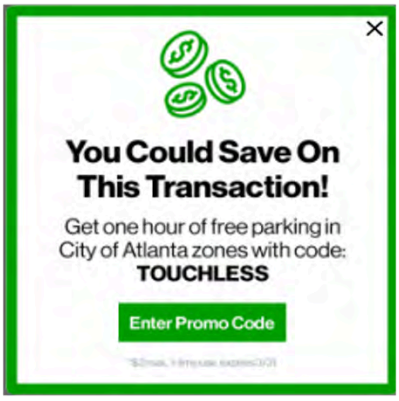
ParkMobile promo and validation codes offer discounted or free parking sessions through the app. Promo codes allow the user to enter a discount code prior to starting a parking session and receive the discounted or free parking session. Discounts can be communicated to users in a number of ways, but we have provided example app popups below. The City may also allow restaurants or retailers to purchase validation codes for their customers.

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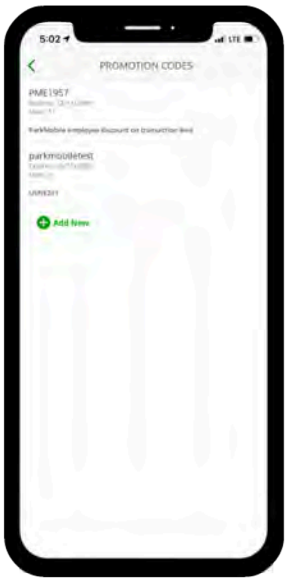


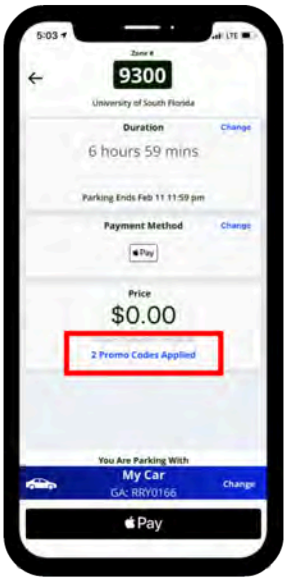


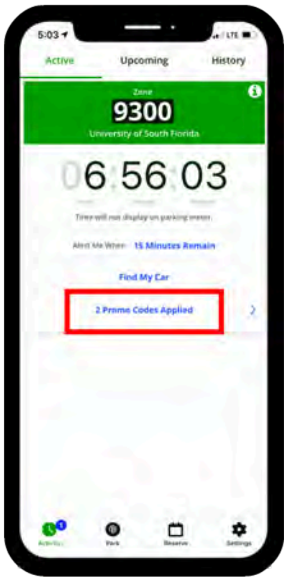


The functionality is fully customizable, so the City can adjust the codes' number of uses, time frames, eligible zones, and more. For example, the City can offer "$1 off", "free parking," or other incentives. ParkMobile can also set up special codes for parking in certain zones for specific user groups such as downtown employees, City staff, etc. The ParkMobile marketing team will work with staff to design and execute a promotion that is right for you.









9. Provide an overview of the solution the Contractor offers, including a system architecture diagram.

As detailed throughout this section, ParkMobile's solution includes a user-friendly mobile app, various payment options (including digital wallets, credit cards, web, text, and phone call), customizable notifications, and features like "Extend Time" and "Find My Car." It also offers a self-administration portal (ParkMobile 360) for clients to manage their parking inventory, policies, and rates, as well as robust reporting and analytics capabilities. A system architecture diagram has been included previously in the pay station responses.

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10. Provide details on the cyber security and data protection policies and practices.

ParkMobile complies with PCI DSS, ISO 9001:2015, and SSAE 18 requirements and is audited annually for continued compliance.

Below are only some highlights of the measures we have taken to ensure the security of our corporate operations and our parking solutions:

- **Web Application Firewall (WAF)**: ParkMobile utilizes AWS WAF to control bot traffic and block common attack patterns.
- **Multi-Factor Authentication (MFA)**: ParkMobile uses MFA for all our interfaces.
- **Traffic Monitoring**: ParkMobile receives automatic alerts about strange usage patterns and/or unusually high loads on our systems.
- **App and Web Security**: ParkMobile utilizes app attestation and web fingerprinting to verify that all traffic is authentic and not from automated scripts or bots.
- **Regular Penetration and Code Scanning Tests**: Third-party tests are conducted at least once a year, and we utilize code scanning tools to automatically check for known vulnerabilities.
- **Security Incident Response**: ParkMobile's Security Incident Response team receives regular thorough Incident Response Training, and OpsGenie was implemented for faster communication during potential security incidents.
- **Additional Security Measures**: ParkMobile has implemented multiple additional security measures, including Veracode, external email marking, AWS VPN, Jfrog Xray, country whitelisting, and additional third-party security scanning.
- **Security Monitoring**: Carbon Black and DataDog are implemented for continuous security monitoring and alerting.

11. Describe all available rate structures, how rate schedules are built, and how the City can self-manage its rate schedules.

As detailed above, ParkMobile supports simple to very complex rate structures, including those with multiple rates that change depending on the time of day, day of the week, or special events.

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The initial rate structures are built by ParkMobile's team during the implementation of the system in Royal Oak. ParkMobile will provide the Royal Oak team with a Zone and Rate (ZAR) worksheet that will then be used to build out the program in our system backend. Once fully implemented, Royal Oak staff will update rates and policies via the ParkMobile 360 Self Administration portal.

With this user-friendly web-based solution, you can effortlessly manage your parking inventory, set policies, adjust rates, and create special event rates. It has everything you need to keep your operation running smoothly and boost your revenue. Key features of the PM360 portal include:

- **Calendar View**: ParkMobile 360 shows you daily, weekly, and monthly calendar views of all your parking policies, making it easy to visually see all your parking rates and make the necessary adjustments.
- **Rate Creator**: With ParkMobile 360, you can quickly create and import rates for specific days, weeks, or months. If you have a festival, street cleaning, or weather event, you can change and update your rates across different locations for special event rates.
- **Policy Management Across Locations**: ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.
- **Rate Tester**: Before you push out a rate change, ParkMobile 360 allows you to test that rate to ensure it works properly and avoid potential customer service issues.

ParkMobile 360 allows clients to manage rates and policies in real-time. Staff can make rate changes and push them out instantly. Below are some examples and screenshots of the rate management capabilities available in ParkMobile 360:

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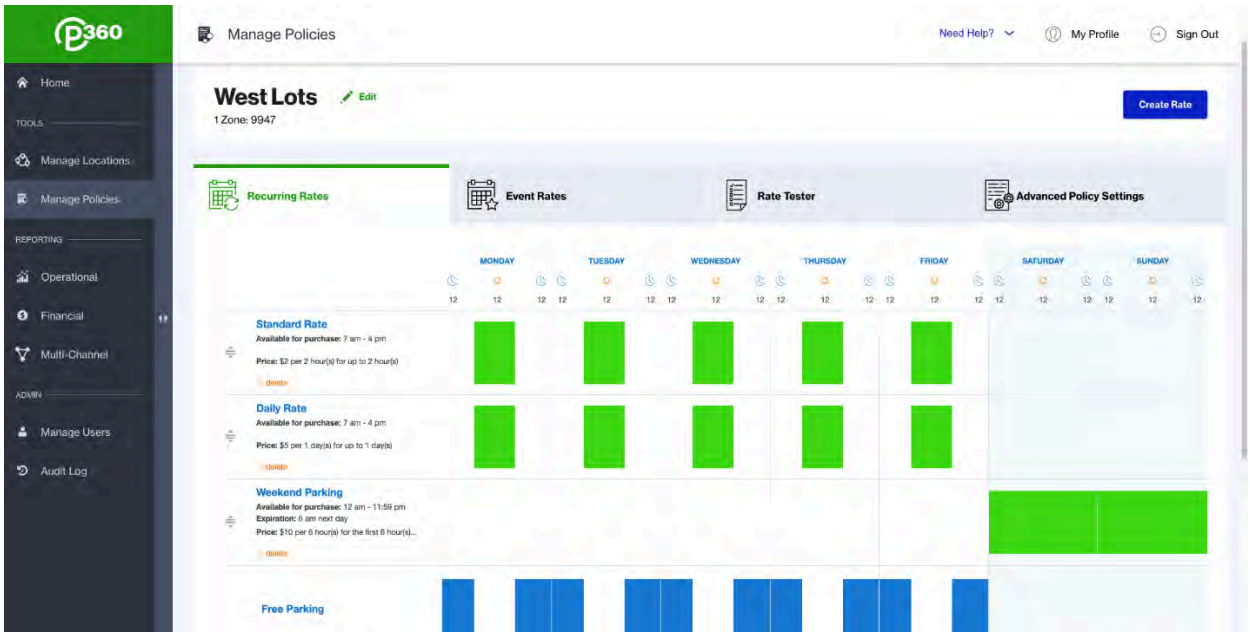


Figure – PM360 Calendar View to Setup Recurring Rates

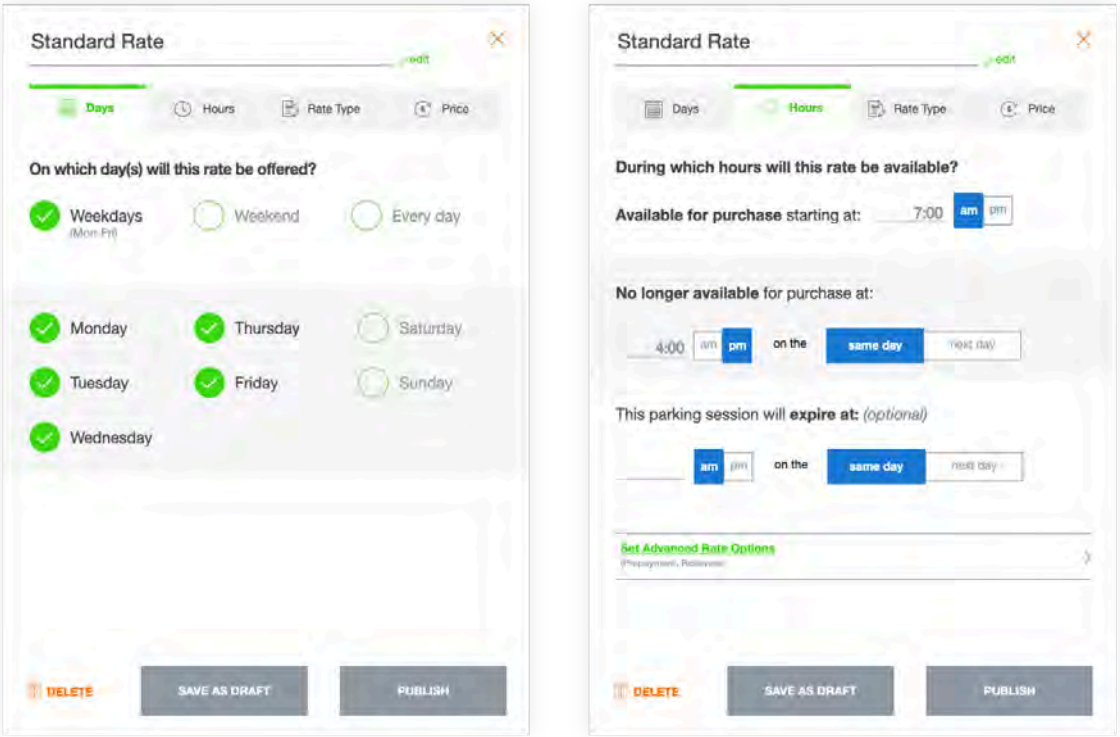


Figure – PM360 Rate and Policy Management

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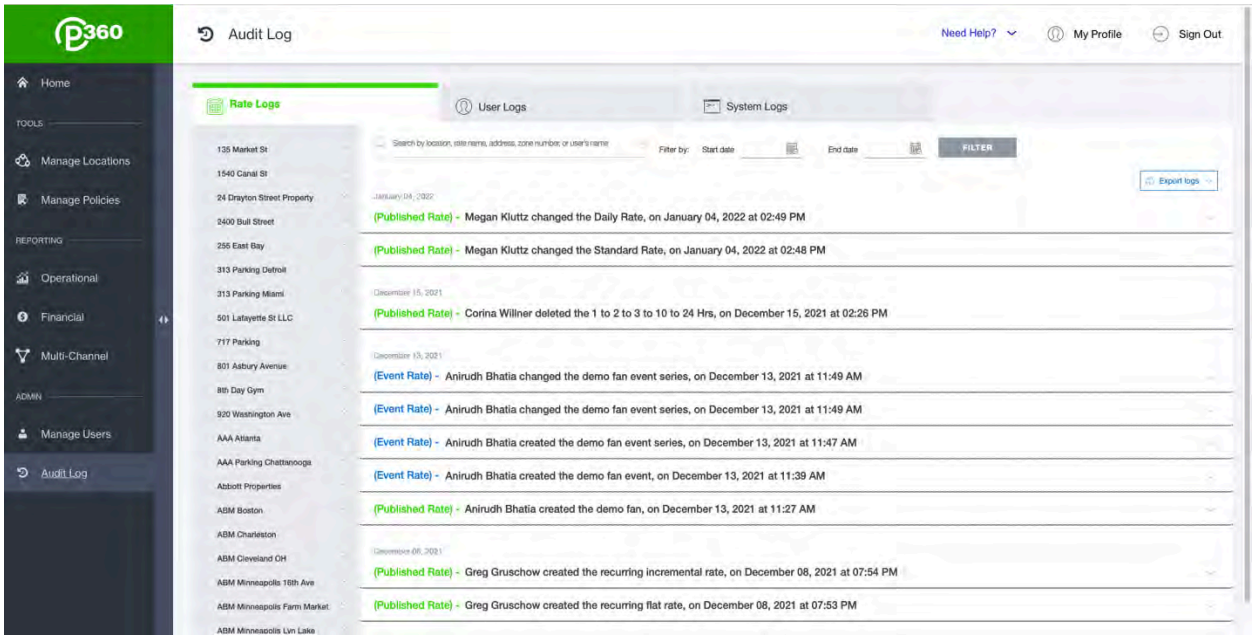


Figure – PM360 Audit Log Provides a Record of Rate/Policy Changes

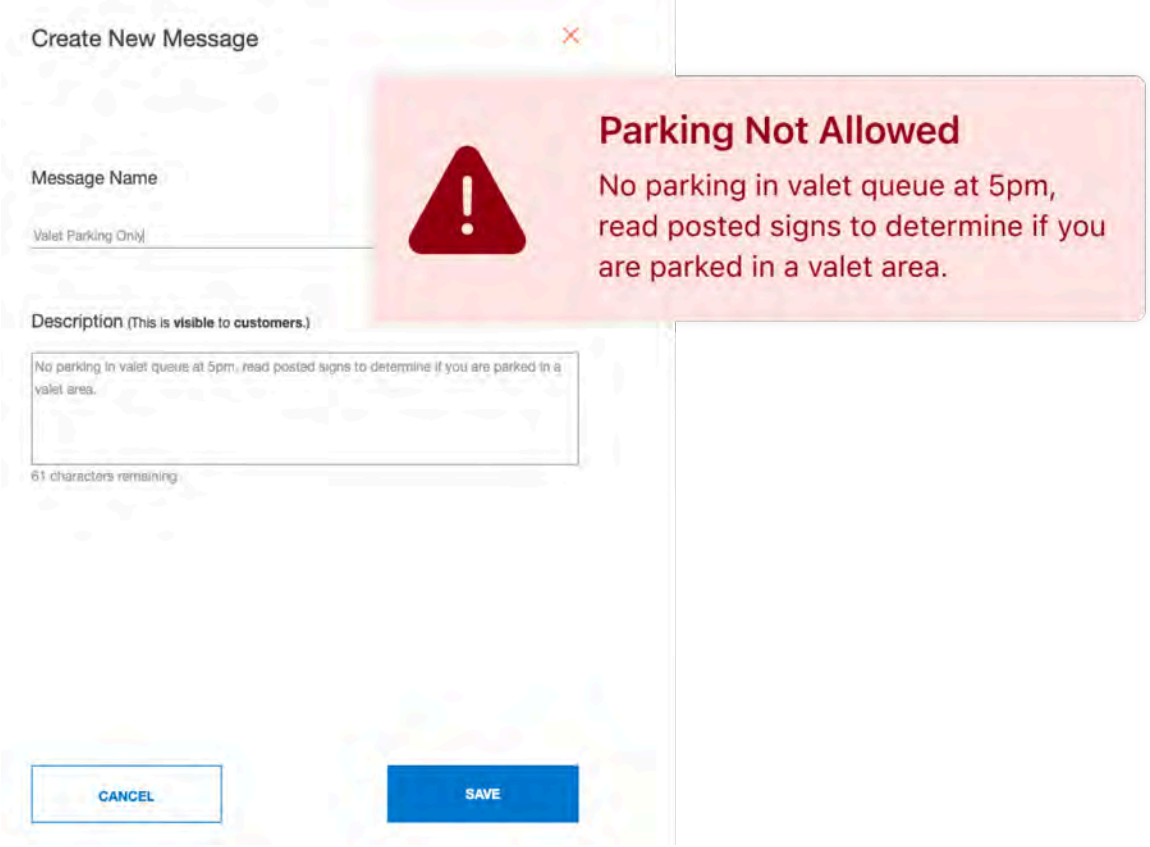


Figure – Create Custom No-Parking Messages

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12. Describe the reporting package available to the City.

ParkMobile transaction data will be shared with WebOffice for consolidated reporting. We have provided information and sample reports previously in the pay station responses.

For additional, mobile payment only reporting and analytics, ParkMobile provides robust analytics and reporting capabilities that include the ability to consolidate all of an operation's parking data in one portal. ParkMobile Metrics provides information with regard to total transactions and revenue across varying time frames, as well as transaction statistics such as the distribution of parking by hour of day, duration, and parking cost. The financial reports contain transaction-level information, including pricing, user, zone, and payment information. These reports can be scheduled to be delivered to the user's email inbox on whatever cadence they prefer - daily, weekly or monthly.

Below are some of the key features of ParkMobile's client analytics tool:

- **Easy-To-Read Dashboard View**: Your data is delivered in an attractive, easy-to-read format with charts, KPIs, and graphs for monitoring trends and drawing insights.
- **Scheduled Reports Delivered to Your Inbox**: ParkMobile allows you to distribute the right information to the right people by scheduling daily, weekly, or monthly reporting emails to select staff members.
- **Filter By Date and Supplier**: You can filter data by date range and supplier, making it easy to pull the data you want to see and compare historical trends.
- **Download ParkMobile Reporting Data in Multiple Formats**: Quickly and easily download your data in the format that best meets your needs. Downloads are available in .xls, csv, and .pdf formats.

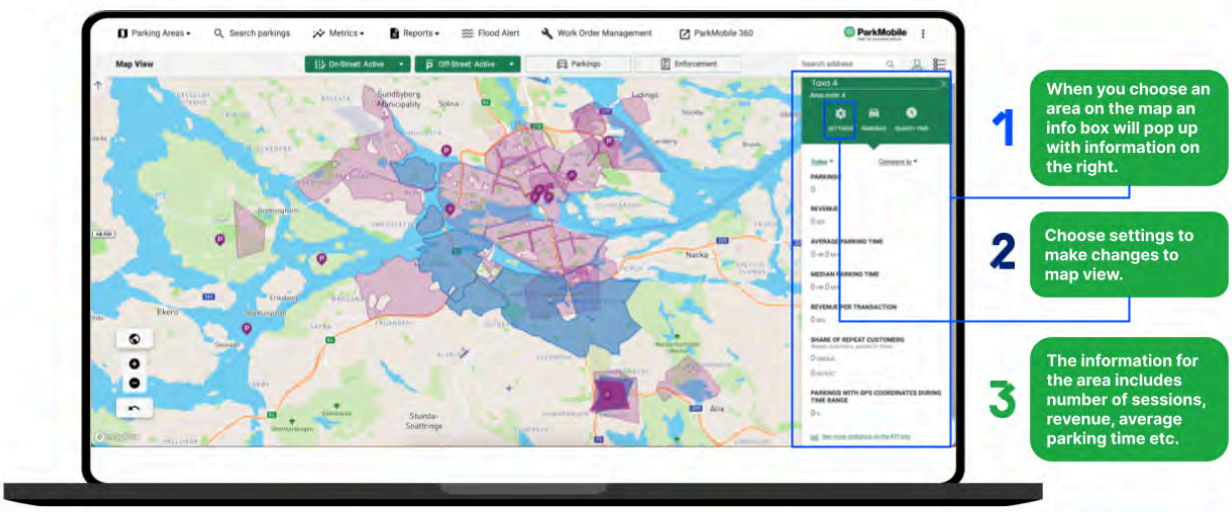


Figure - ParkMobile's client analytics map view displays parking areas on a map to quickly select the desired location's data

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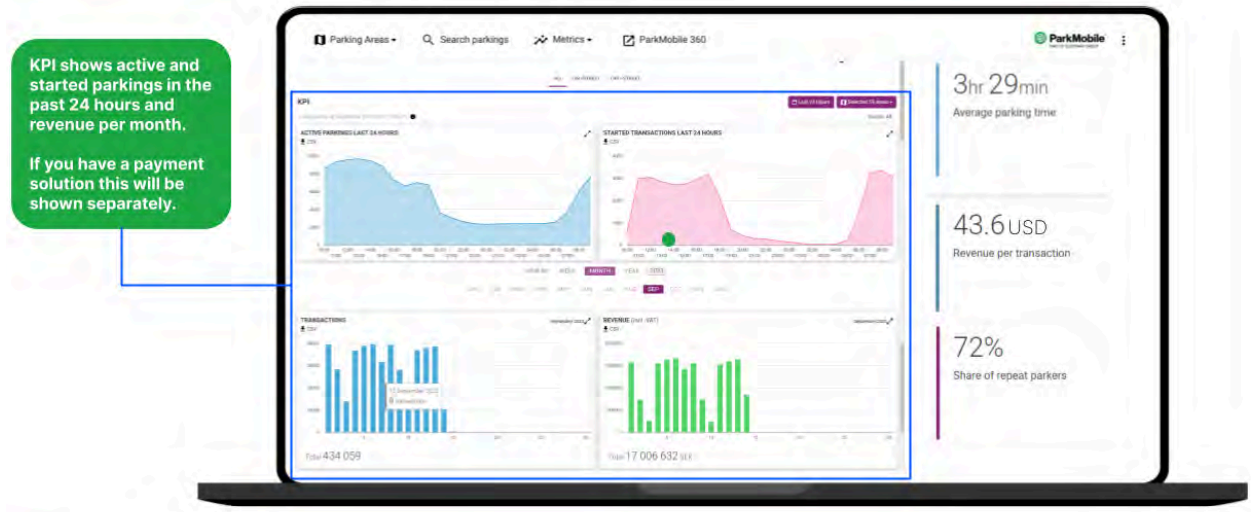


Figure - ParkMobile's client KPI analytics dashboard view provides a variety of visualizations of the program's performance metrics. Visualizations include previous 24 hours and monthly views.

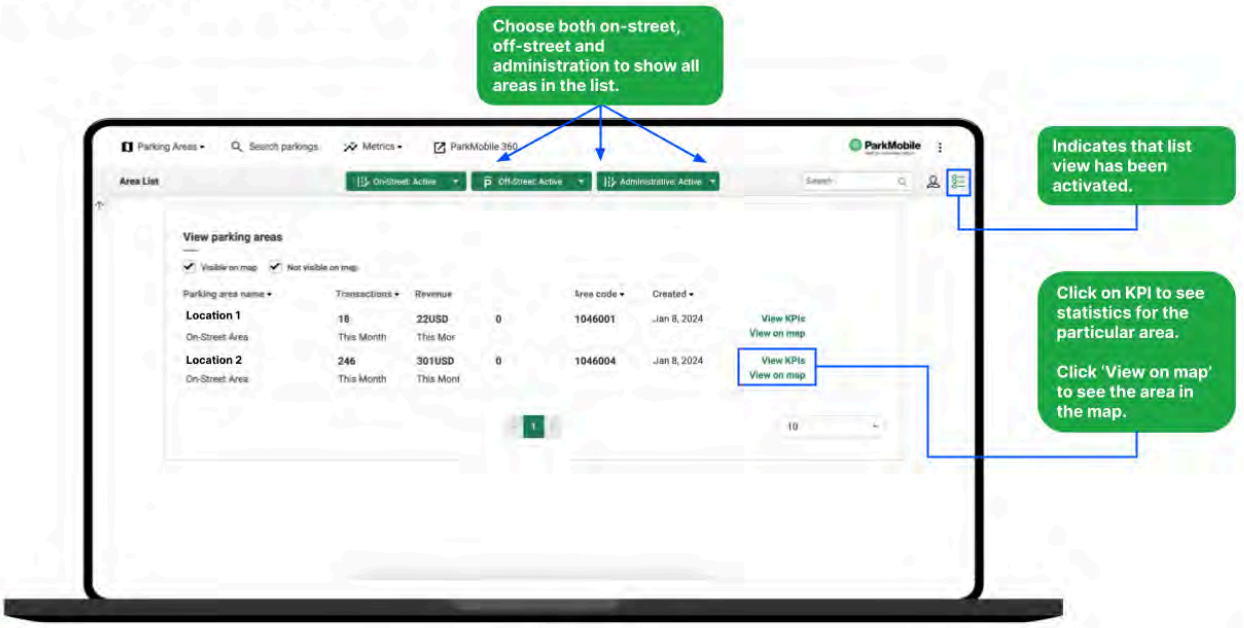


Figure - ParkMobile's client analytics location list view provides a quick glance at each parking location's performance metrics. Clicking' View KPIs' allows users to view deeper analytics.

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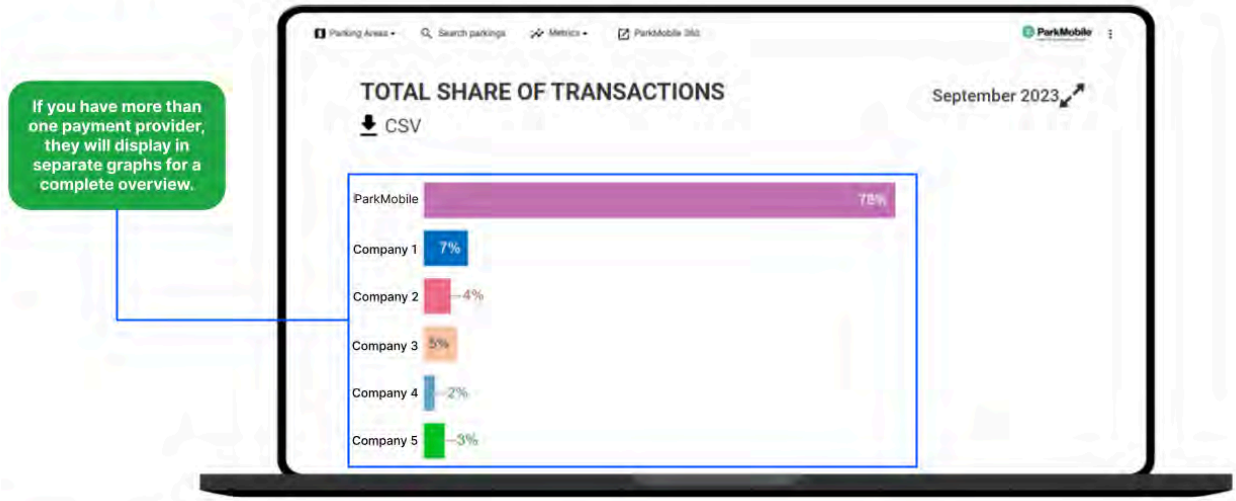


Figure - ParkMobile's multi-channel analytics view provides a breakdown of the share of transactions for all payment channels utilized by the client.

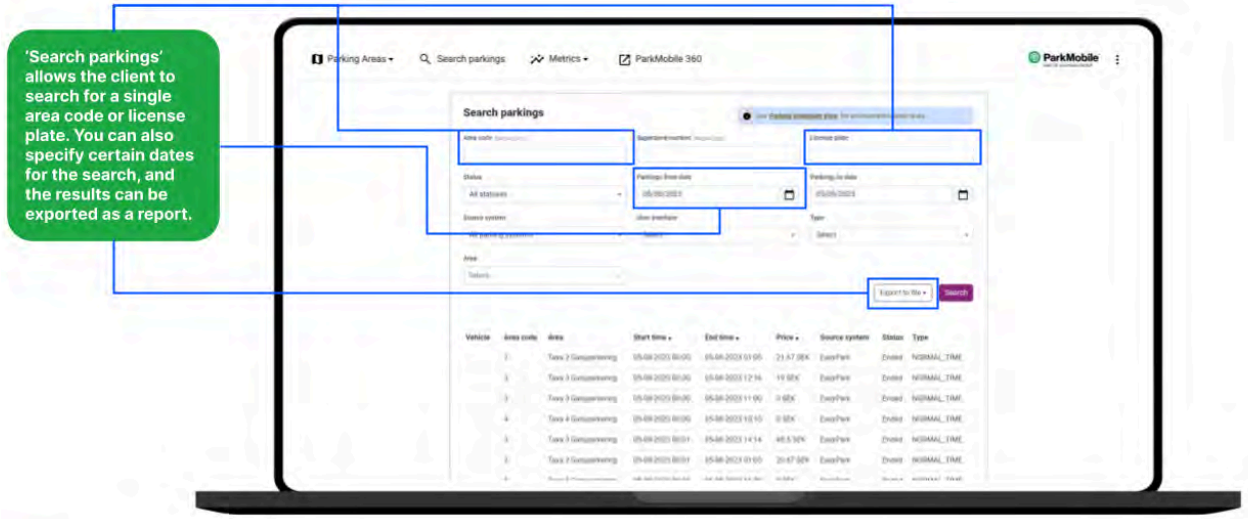


Figure - ParkMobile's search feature enables clients to filter parking sessions by area code, license plate, and date. Reports can also be exported as a report.

ParkMobile Insights (Optional)

ParkMobile's reporting capabilities are enhanced by our ParkMobile Insights solution, a powerful tool for municipalities looking to improve their parking operations. This service digitizes curb space, providing administrators with a comprehensive view of parking supply and demand, which supports informed decision-making to optimize usage. By balancing parking supply and demand, ParkMobile Insights enhances the on-street experience for drivers, making parking more efficient and facilitating easier commercial drop-offs and pick-ups. This results in less congestion and fewer drivers circling in search of parking, which significantly reduces carbon emissions and contributes to a more livable urban environment.

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How Royal Oak can benefit from Insights:

- **Inclusivity**: Inclusive city planning ensures drivers with disabilities and elderly citizens to have the parking options needed to stay mobile and participate in public life.
- **Reduced Traffic Congestion:** Effective pricing management of parking areas is proven to reduce traffic, improve parking search time, and a more effective use of public spaces.
- **Support Local Business**: Cities can optimize commercial areas and support local business by achieving a balance between supply and demand, ensuring available parking spaces.
- **Improved City Planning**: The digital overview of parking spaces helps cities plan enforcement and zone expansions to improve the city's quality of life and being able to constantly measure progress.

ParkMobile Insights is a set of data-based offerings to help cities optimize their parking ecosystem. The service consists of four key components:



Parking Inventory

Determine the type and number of parking spaces in each zone. Inspect various street segments and find out what restrictions apply. ParkMobile uses scancars to efficiently collect accurate inventory data, eliminating the need for manual data collection by personnel on foot.



Parking Occupancy

Discover the streets and areas most sought after, parking search time, and the probability of finding an available space at any given time. The data is collected using our patented parking scanners installed on existing fleets. This technology provides accurate and precise occupancy information on an hourly basis and allows us to track changes in occupancy over time.



Operational Data & Parking compliance

Track your zoning, pricing, revenue, and other operational data in light of your inventory and occupancy. Gather additional Insights into enforcement to increase parking compliance in the City.

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Advisory

We assist cities in discerning parking data in creating short, mid, and long-term actions to optimize their parking ecosystem.

Without the necessary occupancy data, balancing supply and demand is impossible. However, with the help of our ParkMobile Insights, cities can now easily determine which streets and areas are in high demand for parking at which times. Gone are the days of manual fragmented information collection. With just one click, ParkMobile Insights provides access to parking demand data. This enables administrators the ability to make informed objective decisions while at the same time providing measurable results.

Note: Insights is available at an additional cost and is dependent on certain parameters that can be established in coordination with Royal Oak. If Royal Oak is interested in more information, we can provide a demonstration and full pricing overview by request.

13. Describe the hardware and system warranty and any extended warranty options.

ParkMobile's mobile parking payment solution is a Software as a Service solution and is provided as-is. No warranty is applicable.

14. Describe any exceptions to the Contractor's hardware warranty terms.

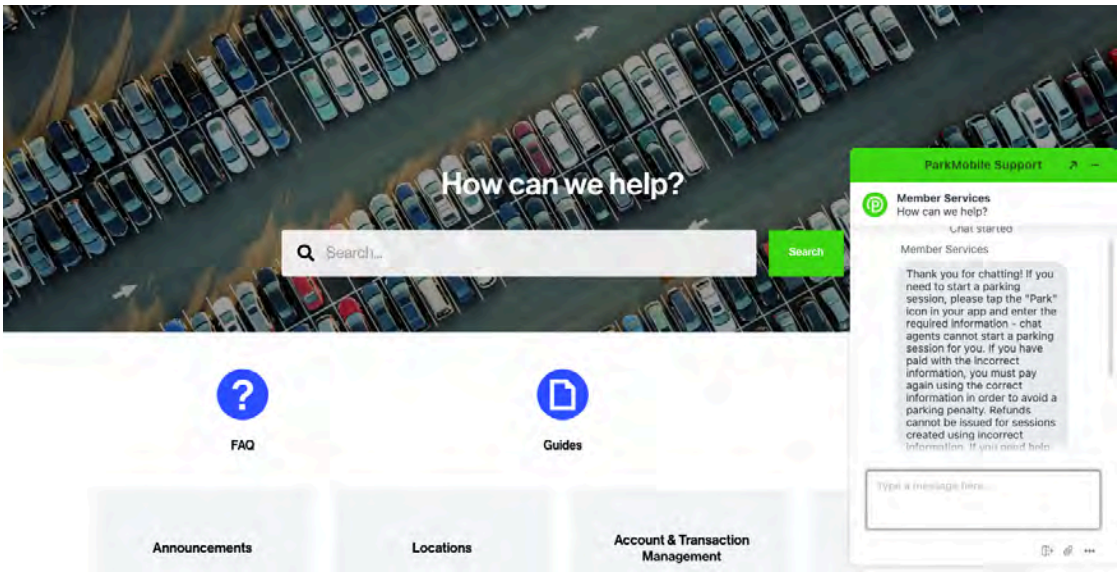
There is no hardware or warranty associated with ParkMobile's mobile parking payment solution.

15. Describe the Contractor's support services, including customer support availability on-line help features, Help Desk, and optional on-site support.

ParkMobile offers you and your parking customers a Customer Care Center based in our corporate headquarters in Atlanta, GA along with an additional support team in Monterey, Mexico. We utilize the leading cloud-based customer service software, Zendesk, to handle customer inquiries and to provide consumer education through detailed FAQs, guides, video demos and technical help articles.

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ParkMobile's Customer Care team can be reached easily using the customer's preferred method of contact. Users can call, email, text, use in-app chat, and use social media to contact a ParkMobile representative. This level of customer support will enable the City to reduce the number of support requests directed to the department. ParkMobile is a first line of defense and will help ensure users receive the best customer support in the industry.

When customers require further assistance, our Customer Care Specialists provide customizable responses based on the customer's needs. Moreover, a unique aspect of ParkMobile's customer support philosophy is our use of social media to maintain real-time contact with our 65+ million members. ParkMobile also utilizes social media to engage and interact with users, including constant monitoring of social media comments to understand their needs and support requests.

Best Customer Support in the Industry

- Our Customer Care team is available 24/7/365 and ready to assist whenever our customers need it.
- Our Level 1 PCI-compliant call center ensures customer data is fully secured.
- ParkMobile maintains a multi-channel call center with in-house phone, email, web and in-app chat, social media & bilingual support.
- Our call center services nearly 25,000 customers per month, answering more than 85% of our calls within 30 seconds with an average of 20 seconds.
- ParkMobile maintains a minimum average Customer Satisfaction score of 90% for all interactions involving our Customer Care team.
- ParkMobile's Net Promoter Score is 57 which is considered "excellent". For comparison, here are other NPS scores for other top brands:
    - Apple's: 47

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- Google: 11
- Toyota: 33
- Amazon:25
- Microsoft: 33

For the ParkMobile app, on-site support is not typically required. However, optional on-site support is available for the Flowbird CWT pay stations, as described in the Pay by Plate Pay Stations section.

16. Describe the Contractor's project management team and process for implementation of their proposal.

ParkMobile takes a phased approach to our project management structure. During the procurement process, John Evans, Regional Sales Director, will serve as the project manager. After contract signing, Garett Snook will lead the implementation phase of the project and serve as project manager until the deployment of the system. After system deployment, Brooke Feldman and the Account Management team will take over the account.

Project managers for the ParkMobile scope of this project will coordinate directly with the Flowbird project manager to establish a main point of contact for the City of Royal Oak.

Below is a quick overview of key tasks from each phase of the project and the associated project manager. Tasks may be subject to change based on discussions with the City.

Pre-Contract - Process led by John Evans, Regional Sales Director

- RFP Submittal
- Demonstrations and/Presentations
- Contract Negotiations

Phase One: Planning - Process led by Garett Snook, Director of Implementations

- Kickoff Call
- Zone and Rate (ZAR) Worksheet
- Required Integrations Discovery
- Merchant Account setup
- Marketing Discovery

Phase Two: Implementation - Process led by Garett Snook, Director of Implementations

- Set up Zone and Rates in the back office systems
- Signage/Decal Production
- Conduct training sessions with City staff
- User Acceptance Testing before Go-Live
- Begin Marketing Rollout

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- Schedule go-live date

Final Phase: System Go-Live - Process led by Brooke Feldman, VP of Account Manager (after full system deployment)

- Assign dedicated Account Manager for the life of the contract
- Set up regular touchpoints to discuss the program, performance metrics, and work through any key issues from the City

17. Provide resumes for the team that will be assigned to the City.

ParkMobile's project team is composed of seasoned professionals with extensive experience in delivering parking solutions. Each member brings a wealth of knowledge and a commitment to ensuring a smooth and successful implementation. With expertise spanning sales, project management, account management, marketing, technical support, and customer success, the team is well-equipped to guide the City through every stage of the project, from initial planning to ongoing support.

Below we have provided a short bio for the Project Managers as well as theproject team member who specialize in the deployment of the mobile parking system. The Project Managers will serve as the City's main point of contacts for the entire system.

John Evans, Regional Sales Director - Phase One (Procurement) Project Manager



John is the direct point of contact for details on all of ParkMobile's mobility solutions during the procurement process of this project. John is based remotely in the Midwest and has over 7 years of parking industry experience with a focus on cloud and mobile technology. John came to ParkMobile in 2022 after spending the previous 5 years with T2 Systems building his knowledge of parking and mobility software, hardware, and overall operations from all different markets. He will devote as much time needed during the procurement process and is available for onsite or remote coordination and support during implementation.

Garett Snook, Director of Implementations - Phase Two (Implementation) Project Manager



Garett Snook has been directly involved or has overseen every ParkMobile launch since 2010. Garett directs ParkMobile's deployments across North America from his remote office in Michigan. Garret and his team will ensure the City's program has a successful launch. Garett has been with ParkMobile for over ten years and has extensive experience managing large municipal deployments. Garett will devote as much time as required by the City, including onsite coordination to support deployment efforts.

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Brooke Feldman, VP of Account Management - Phase Three (Post-Implementation) Project Manager



Brooke joined ParkMobile in 2015 and leads the Account Management team that is responsible for helping ParkMobile's clients optimize their parking payment programs. Brooke works with ParkMobile's most complex and forward-thinking clients to enhance and grow their programs. Prior to ParkMobile, Brooke worked in project management for the U.S. Department of Housing and Urban Development. She received her BA and MPA from the University of Georgia. Brooke and team will be actively engaged with the City throughout the life of the contract.

David Holler (On-Street Project Executive), VP Sales



Dave leads ParkMobile's Regional Sales Team responsible for municipal and campus markets. He and his team work directly with ParkMobile's public and private sector partners to deliver our best-in-breed mobility solutions. Dave has worked in the parking and mobility industry for 15 years, with a focus on helping municipal clients utilize technology to help solve their parking problems. Dave is based in NY and will be available either onsite or virtually for shortlist presentations, contract negotiations and ongoing client meetings.

Donnie Senterfitt, Senior Field Marketing Manager



Donnie has over 15 years of marketing experience in both professional services and technology companies. At ParkMobile, Donnie works with clients to implement marketing plans, as described in this proposal. ParkMobile has seen the highest adoption of mobile payments for parking utilizing our launch marketing plan. Together with Julianne Wilhelm from the pay station team, Donnie will work with the City to promote awareness of the payment methods available and promote adoption of the mobile payment program, ensuring continued growth and success for the program.

Dee Quilliams Senior Director, Customer Care



Dee Quilliams joined the ParkMobile team in 2010 and leads the Member Services team. Dee's team is responsible for managing the day-to-day inquiries from ParkMobile users and ensuring high customer satisfaction for the City's program.

We can provide full resumes for any project staff members, by request.

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18. *Describe the scope of work and contractual relationship with any subcontractors included in the Contractor's proposal.*

ParkMobile does not require any subcontractors to successfully complete the scope of work for the pay stations and mobile parking payment system.

19. *Describe the Contractor's hardware and software testing process, especially regarding third-party integrations.*

ParkMobile's user acceptance testing is performed pre-go live throughout the implementation and training process, to ensure that everything is functioning correctly before the service is made available for use. In addition, we like to revisit the testing process after the initial 30 days to check in and ensure that everything is functioning to the client's satisfaction.

ParkMobile will conduct comprehensive testing procedures before and after the initial 30-day period to ensure accurate parking policies, pricing, and payment methods. The following tests will be conducted:

- Test transactions will be performed for different zones throughout the City to confirm parking policies are accurate in terms of pricing and reflecting the appropriate maximum duration.
- Test transactions will be conducted on varying days and times to ensure that the City's parking rates and policies are correctly reflected in the system.
- Tests with merchant accounts will be conducted to ensure that payment methods on file are correctly charged. Multiple payment methods, such as VISA, Mastercard, Discover, AMEX, etc., will be tested for comprehensive accuracy.
- Tests will be conducted with all integration partners, such as the City's enforcement solutions. Test transactions will be initiated in the ParkMobile system, and ParkMobile will coordinate directly with the enforcement provider to confirm that the transactions started in ParkMobile populate and reflect in the enforcement systems. This will ensure that drivers who pay through the ParkMobile application will not receive erroneous citations.

20. *Provide a project schedule from contract execution to installation. Include an accurate timeline for pay station delivery.*

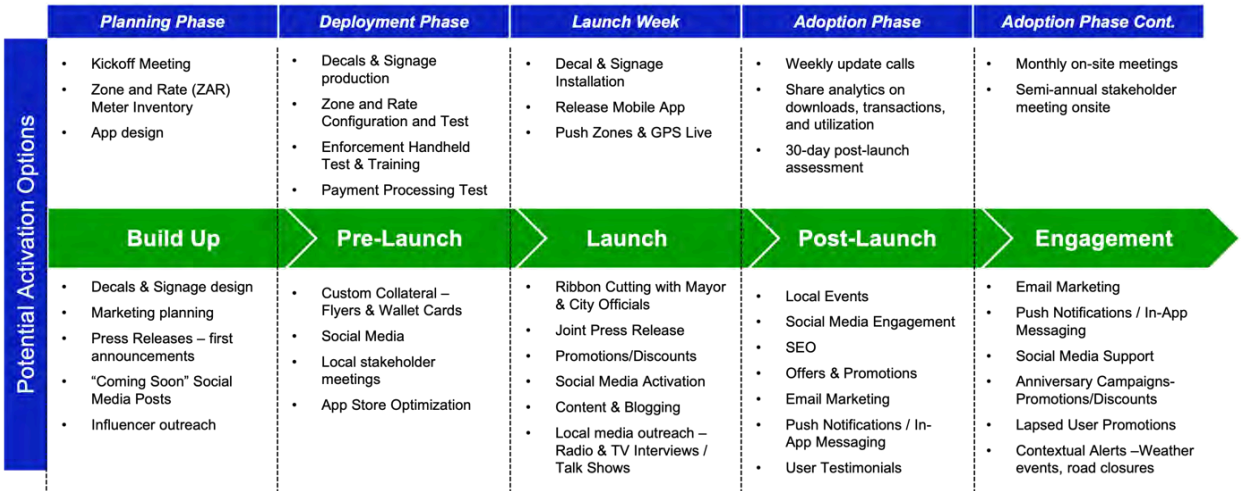
ParkMobile's experience and expertise in deploying a mobile payment program is second to none. Because we are keenly aware that a successful deployment leads to quicker adoption of the program, ParkMobile has a department exclusively dedicated to implementations led by our most seasoned employees. **ParkMobile's expected timeline for launching Royal Oak's mobile parking payment program is 40-60 days or less from**

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contract execution. The installation and launch of new parking pay station will take a few weeks longer, as described in the previous section.

ParkMobile's Implementation plan consists of a three-stage approach: Planning, Deployment, and Adoption. We have outlined this approach in the following graphic and sections.



Phase One: Planning Phase

ParkMobile will work with the City immediately after contract execution to schedule an initial "kickoff call" with the project team. During this call, we will begin discussing the implementation deliverables and the Planning Phase. The project has four main deliverables, which will be discussed in detail during the kickoff call:

1. **Zone and rate structure (ZAR)**
   The first major deliverable is the Zone and Rate Structure (ZAR), which provides an overview of all the inventory and assets where ParkMobile will be deployed. The ZAR includes specific details about the meter assets such as their location, the name and address of the lot, the type of meter equipment, and the number of meters and spaces. Additionally, all the rates and policies are included in the ZAR spreadsheet. Our team will collaborate closely with the City to ensure we have all the necessary information for a successful launch. Once the ZAR has been finalized and approved by the City, we send it to the ParkMobile Client Support Team who then configures it into the ParkMobile system.

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Location
- Location Address
- GPS Coordinates

Meter Details
- Single Space vs Multi Space
- # of Meters/Spaces
- Enforced Plate or Space

Parking Policies
- Rate per Hour
- Time Limit
- Days of Paid Parking
- Hours of Paid Parking
- No Parking Restrictions
- Free Parking Days

PM Zone Number	Address	Meter Count	Meter Type	Hourly Rate	Max Duration	Paid Days/Hours
2901	4900 Alberta N	16	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2902	4900 Alberta S	20	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2903	200 Baltimore S	10	SSM	$1.00	4 Hour	Mon-Sat 8am-10pm
2904	100 Blanchard N	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2905	100 Blanchard S	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2906	200 Chihuahua E	4	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2907	200 Chihuahua W	5	SSM	$1.00	10 Hour	Mon-Sat 8am-10pm
2908	100 Cincinnatti S	4	SSM	$1.00	6 Hour	Mon-Sat 8am-10pm
2909	200 Cincinnatti N	5	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2910	200 Cincinnatti S	9	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2911	300 Cincinnatti N	8	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2912	300 Cincinnatti S	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2913	100 Coldwell E	8	SSM	$1.00	6 Hour	Mon-Sat 8am-10pm
2914	100 Coldwell W	10	SSM	$1.00	4 Hour	Mon-Sat 8am-10pm
2915	400 East 1st N	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm
2916	400 East 1st S	4	SSM	$1.00	2 Hour	Mon-Sat 8am-10pm



2. **Marketing and signage**

   Signage and decals are essential to the success and adoption of ParkMobile in Royal Oak. Our team will work directly with City staff to design the best signage and decal package, taking into consideration the function and features of the new CWT pay stations. Our expert in-house graphic design team creates proofs in all sizes and shapes to meet the needs of each client. Signage and stickers are the most important deliverables for driving end-user adoption because if the customers can't see that ParkMobile is available, they won't know they can use our system.

   In addition to signage and decal design, our in-house marketing team will coordinate with the City to deploy a comprehensive launch marketing plan to spread awareness of the system in Royal Oak. Previous marketing strategies include contacting local media, street teams handing out ParkMobile merchandise, social media campaigns, and more. ParkMobile can also use a geofence around Royal Oak to alert existing ParkMobile users that they can use ParkMobile to pay for their parking.

   We have included an example marketing plan later in this document.

3. **Integrations**

   ParkMobile is actively integrated with over 100 industry providers. We have an open API that is easily accessible to new vendors who may come into the market or that we are not already integrated with. On the kickoff call, we will discuss the integration needs.

4. **Merchant account setup**

   The merchant account deliverable is the deciding factor around how the funds from ParkMobile transactions are distributed to the City. When ParkMobile is

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Merchant of Record, ParkMobile remits net revenue (minus processing fees and transaction fees) monthly.

We will also briefly discuss pre- and post-go-live activities and provide a rough estimate for the go-live date.

Phase Two: Deployment

During this phase, the implementation team will produce signage and decals and finalize zone configuration in our system. We will also test transactions to ensure merchant accounts are set up correctly and the customer payment process is running as expected.

The implementation team will also introduce the City project team to our marketing department, who will create customized marketing collateral and work on press releases to local media outlets. We will begin our social media campaigns to communicate to the public that ParkMobile will be available in Royal Oak. ParkMobile will provide digital assets that the City can use on its websites, emails, social posts, etc.

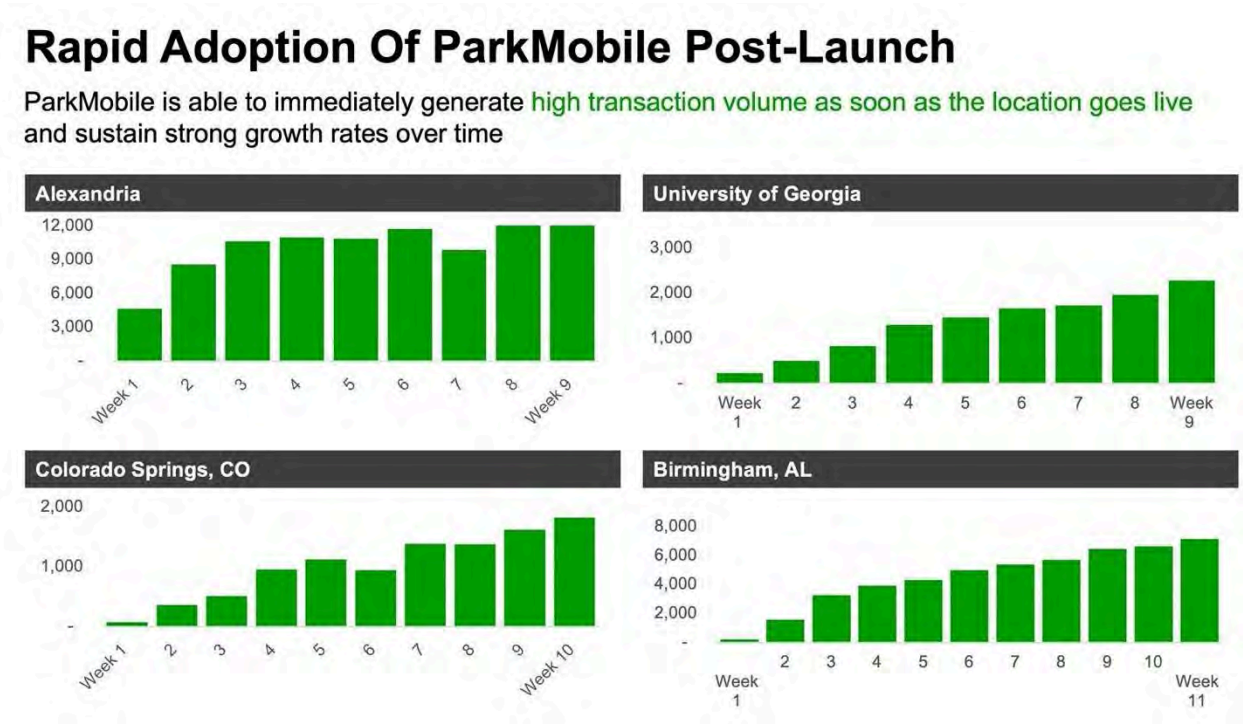
Once everything has been tested and the systems are ready, the ParkMobile and City's teams will set a go-live date when drivers can use ParkMobile to pay for parking followed by the new CWT pay stations.

Phase Three: Adoption Phase

After launching the system, ParkMobile will schedule weekly and monthly calls as needed with the City project team. These calls will discuss potential improvements to signage, communications, zone configuration, and other aspects of the system. Additionally, the implementation team will introduce the City to the Account Manager who will be the primary contact for the program. The Account Manager will assist the City in setting Key Performance Indicators (KPIs) and tracking program usage and performance. He will also be available to provide additional training on the ParkMobile app and ParkMobile 360 platform as needed.

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21. Describe the training methodology.

In addition to the pay station training described earlier, ParkMobile will provide comprehensive and ongoing web-based training to ensure city personnel are comfortable using ParkMobile's back-office systems before launch. Web-based training is most effective because it allows for training to be delivered via more frequent sessions over the course of several weeks, rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints.

Training sessions will be customized for the following personnel users:

Admin Users (Reporting and Policies)

- Update rates and policies in real-time
- Run, customize, export, and schedule recurring operational and financial reports
- Create and manage user login credentials

Read-Only Users (Reporting and Policies)

- Full access to view operational and financial reports

Enforcement-Oriented Users

- Verify parking credentials in real-time in the field, using integrated enforcement systems

Read-Only Users (Customer Transaction Lookup)

- Quickly look up vehicle plate numbers to verify all associated parking history
- Simple interface, ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations

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Training will consist of multiple 1-hour training sessions leading up to the go-live date. Enforcement training will be scheduled at the convenience of the City's enforcement team and will focus on the workflow to check mobile parking sessions through the city's enforcement platform. Each enforcement officer will need their enforcement device during training so they can run and test the enforcement workflow. Several transactions will be demonstrated via the ParkMobile app so each officer will see how the payments reflect on their devices in real time. During the training sessions, officers can ask questions about the platform and how to use it effectively.

City staff will also have 24/7 access to the ParkMobile Training Hub, which includes user manuals and step-by-step instructional videos. Access to the Training Hub will be made available to all personnel who need guidance on using our system or if new staff members need to be trained.

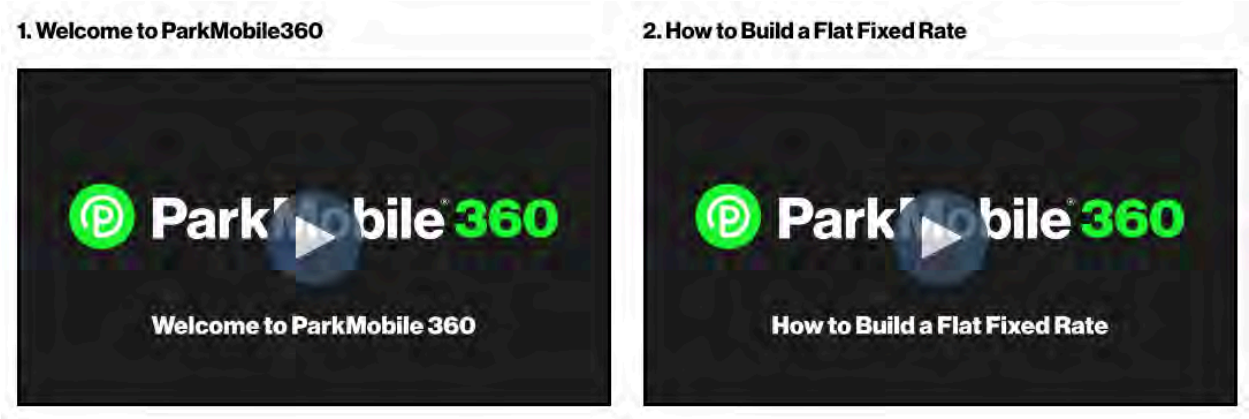


Figure - ParkMobile Zone Parking Hub Training Website

22. Describe how system upgrades will be distributed, communicated, and implemented (e.g., appropriate staff training) during the contract term.

ParkMobile fully supports and maintains our applications since all software is supplied as a service. We regularly release minor software updates to ensure our system is running smoothly. ParkMobile app users are not typically impacted by updates as updates are conducted via the App Store (iOS) or Play Store (Android) and typically complete in less than a minute (depending on the user's mobile or internet connection). Depending on the user's device settings, some users' apps may be updated automatically. ParkMobile recommends that users keep their app up to date and will notify users who have not completed the latest update to ensure they are receiving new user convenience features and their app's security is up to date.

Updates to ParkMobile's backend systems are conducted remotely and during non-peak hours (ie. 2 A.M.) to ensure minimal service interruption. Staff typically will not need to be

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trained for minor updates or upgrades, however, in the event of major updates ParkMobile will ensure the City's staff is fully trained on the use of any new functionality.

Updates to signage or additional marketing support can be coordinated with the City's Account Manager who will also keep the City updated on future enhancements and updates coming to the system.

23. Identify any exceptions to the terms and conditions included in the City's sample agreement. The City may not consider exceptions not identified.

ParkMobile does not take any exceptions to the terms and conditions provided in the RFP, however, the following insurance provisions are not applicable:

- ParkMobile does not carry Professional Liability Insurance since we do not provide professional services.
- Garage Liability does not apply to this contract.

We have provided our comments and ability to meet the proposed Liquidated Damages in our requirements matrix.

ParkMobile will review and negotiate full terms upon contract negotiations. Typical negotiation provisions include data ownership and mutual indemnification language. We will negotiate agreeable terms upon contract negotiation.

24. OPTIONAL

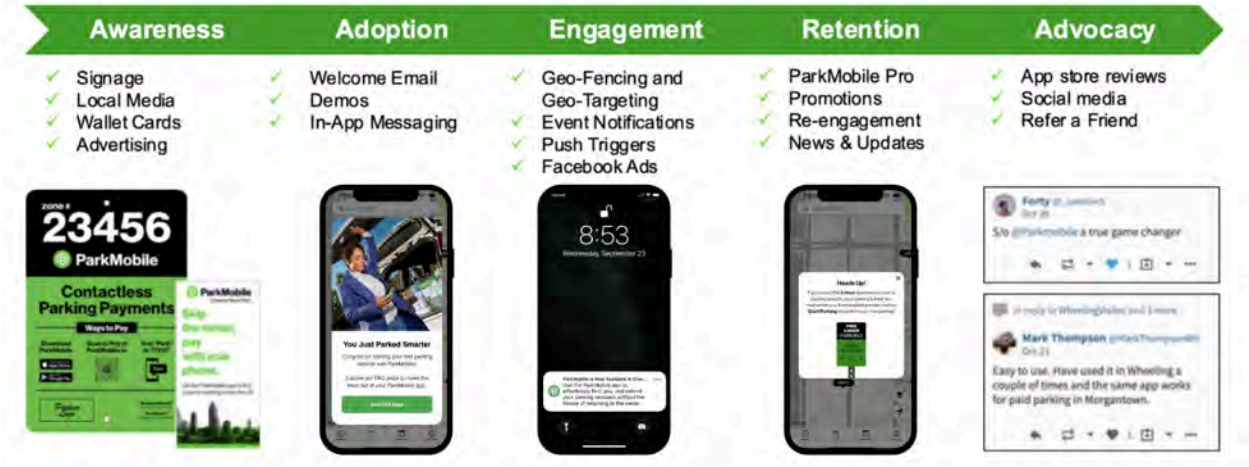
a. Describe any public outreach/education campaign support that will be included with your solution at no additional cost to the City. Proposer shall provide examples of prior successful implementations, including sample images, emphasizing similar installations and education introducing new paid parking policies.

Over the past 17 years, ParkMobile has launched in over 500 cities. Through that experience, we have learned the key marketing strategies, tactics, and best practices for introducing a mobile parking app in a new market and continually increasing the app utilization post-launch. We even wrote an e-book on the subject that you can download here.

When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. To ensure the program's continued success, ParkMobile will work closely with Royal Oak staff to develop the right program. ParkMobile builds our marketing programs to focus on five key areas, outlined in the diagram and sections below.

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1. Awareness

When launching a new or updated mobile parking app in a market, it is critical to get the word out. The ParkMobile team deploys various tactics to ensure people in the market know about the app. Awareness tactics may include local advertising on TV and radio, press outreach, targeted social media ads, street teams, and more. We will use email, in-app messages, and push notifications to activate existing ParkMobile users. ParkMobile will also look for opportunities to leverage local programming in the market. For example, in Atlanta, we created branded content for integration into a show about local restaurants called “Atlanta Eats.” You can see the entire segment by clicking this link.

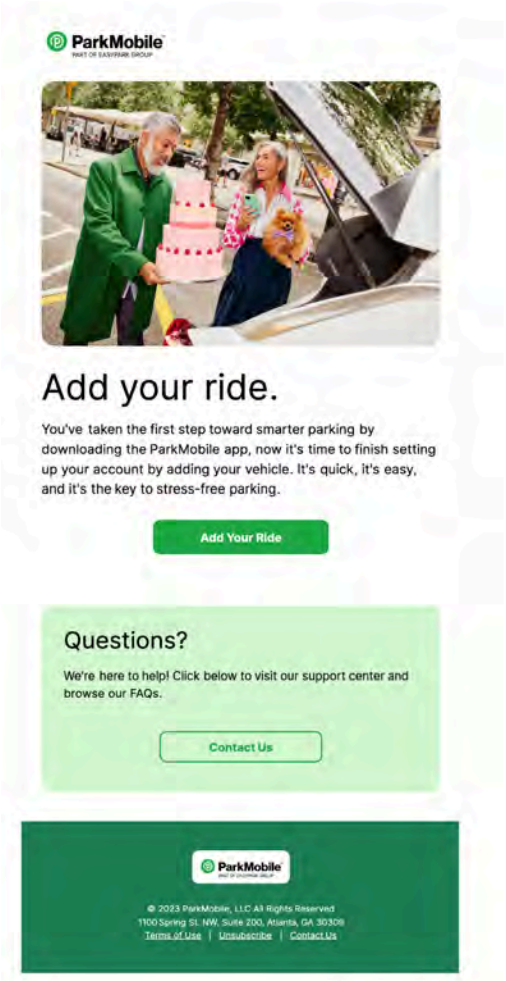


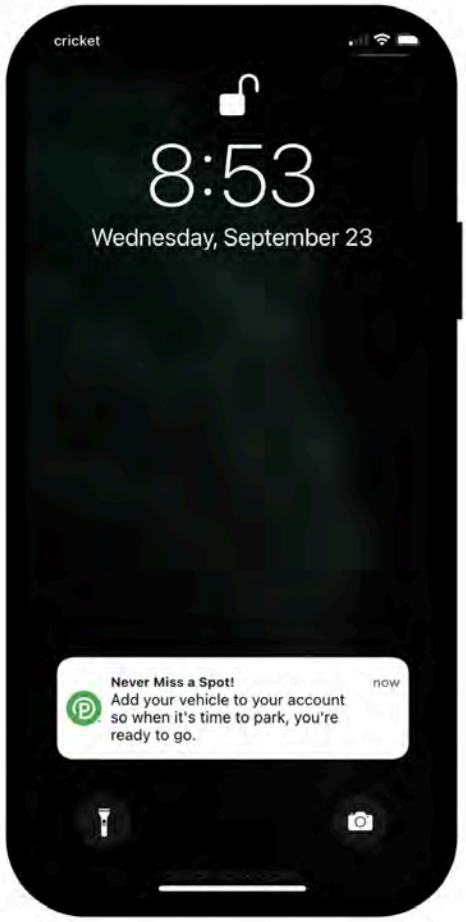
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2. Adoption

Once users have downloaded the app, ParkMobile activates our onboarding program to ensure they know how to get started. We send a welcome email with links to demos on how to use the app. Then, follow up to ensure the new users have the information they need. If users download the app and set up an account but don't complete a transaction, we keep messaging them to encourage usage and educate them about all the locations where they can use the app to pay for parking. As a result of our adoption tactics, almost 90% of users who download the app go on to complete a parking transaction.



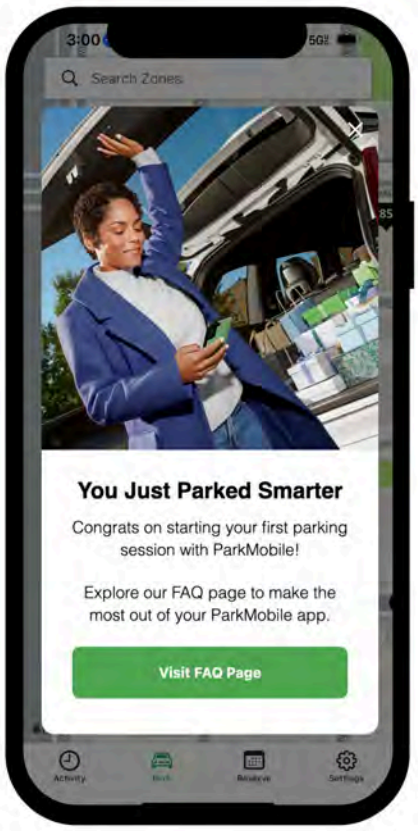


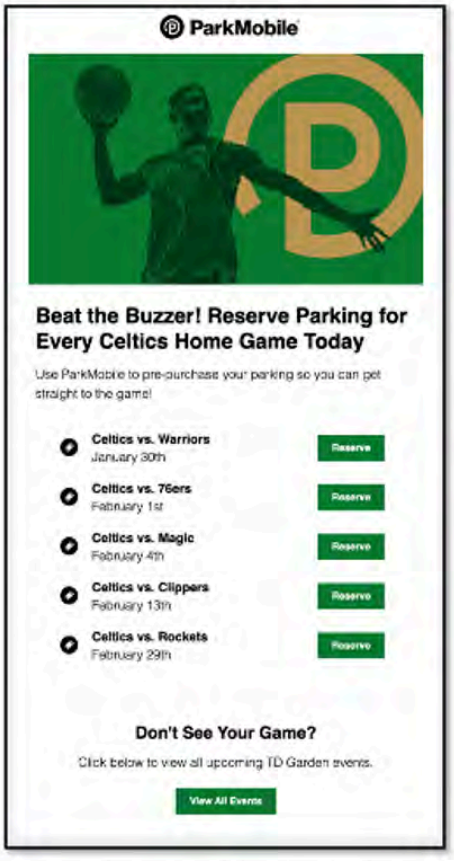
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3. Engagement

Once people are using the app, we engage them on an ongoing basis with emails, in-app messages, and push notifications. The goal is to keep them engaged with ParkMobile even when they are not actively parking. In addition to the app-based engagement, we retarget users on Facebook and other social platforms to serve up tactical messages and stay top-of-mind.



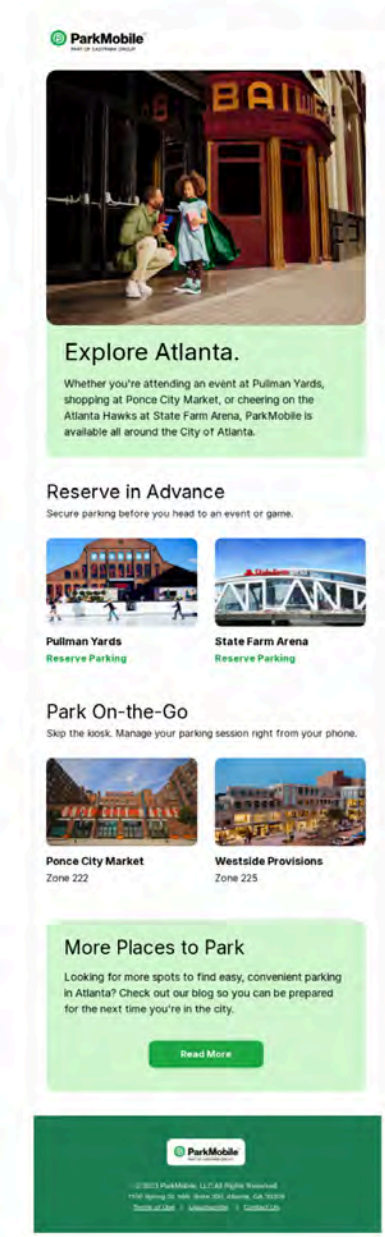


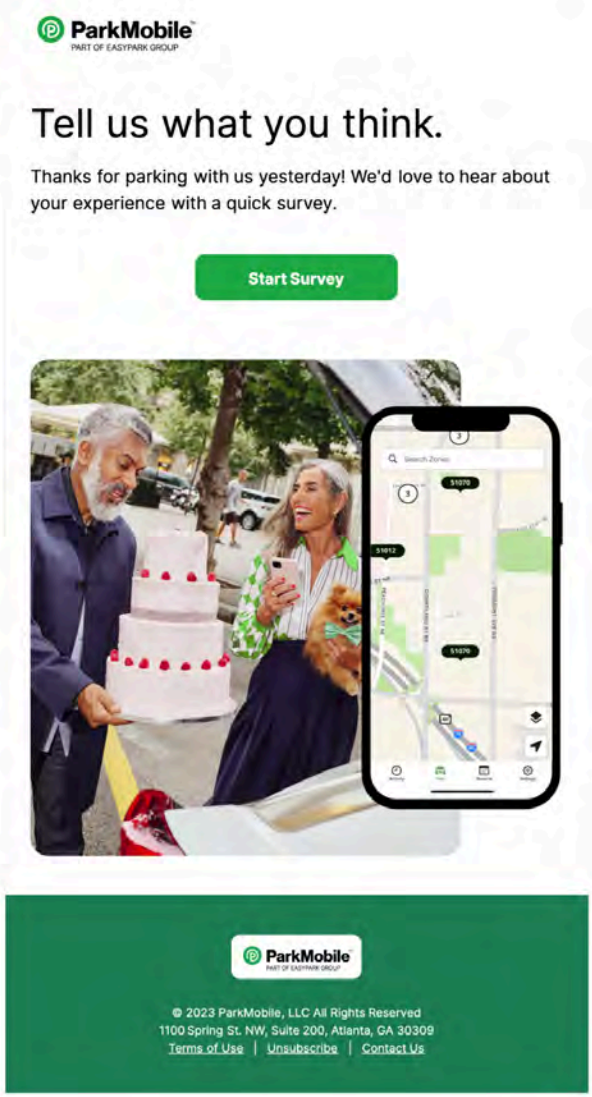
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4. Retention

ParkMobile strives to keep users engaged with the app for the long term. We consistently communicate news and updates to members through email, social media posts, and other tactics. ParkMobile also has a re-engagement program for lapsed users who haven't used the app in several months.



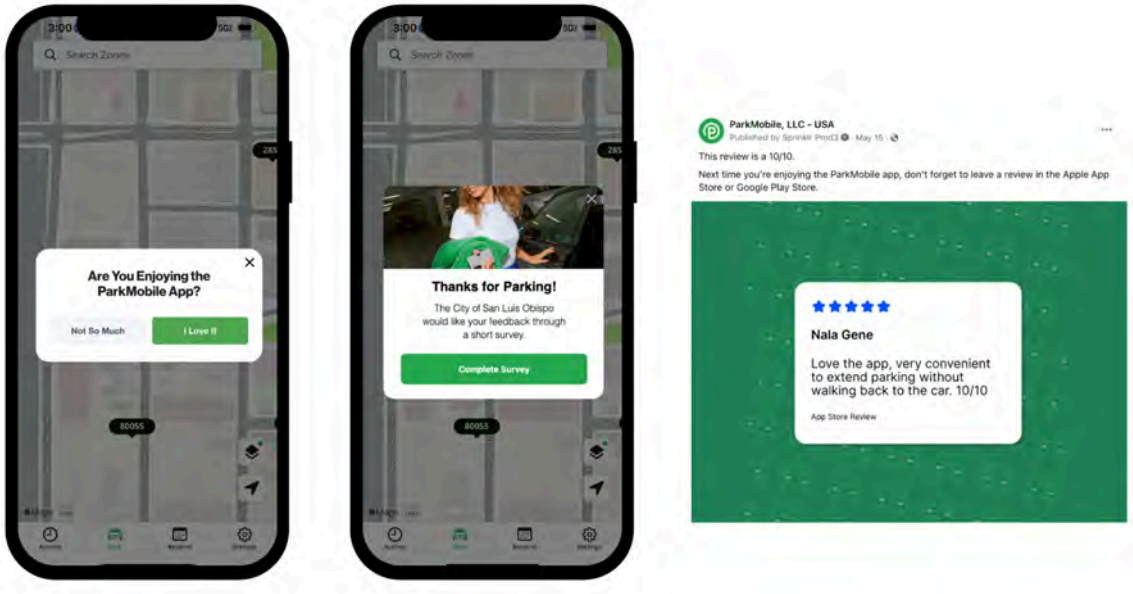


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5. Advocacy

For loyal power users, ParkMobile urges them to become “ambassadors” for the ParkMobile brand through social media and app store reviews.



Example Marketing Collateral and Tactics

ParkMobile works with each client to determine the best marketing strategy for the local market and will meet with Royal Oak to understand its goals and desired marketing strategies. Below are just a few examples of strategies and collateral materials we make for the launch of a program.

Instructional Documents and Website Content

ParkMobile can provide clients with helpful one-pagers and wallet cards, as well as content to embed in their website, email, and social media channels.



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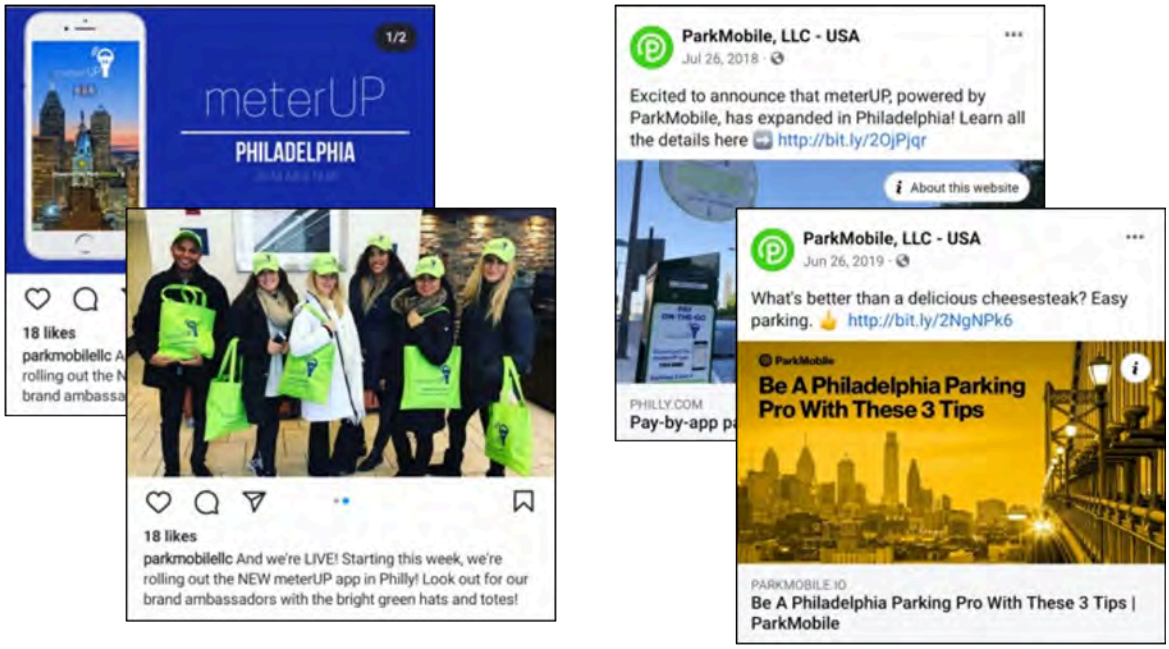
Customized Video Content

ParkMobile has an extensive video library of demos and tutorials that can be embedded on a client's website and used in other digital channels. We can also produce any custom video asset to support the program. You can see our full video library here: https://vimeo.com/parkmobile.



Social Media

ParkMobile has a very strong social media presence, with over 31,700 followers on Twitter, 34,500 followers on Facebook, 5,300 on LinkedIn, and 1,650 followers on Instagram. We will leverage this industry-leading social network to raise awareness for ParkMobile's products and services across the area. We will also engage with local influencers to post about ParkMobile on their social channels.

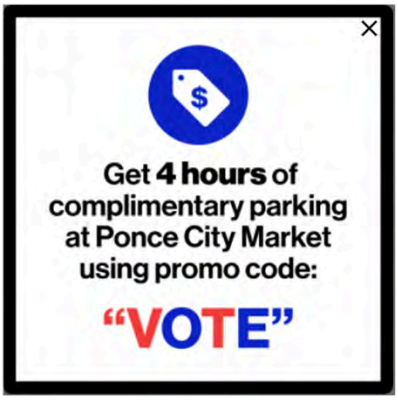


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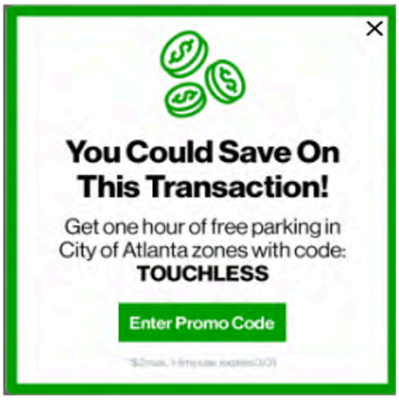
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Special Events and Promotions

ParkMobile can set up special promotions for parking around the municipality. For example, clients can offer "$1 off", "free parking," or other incentives. The ParkMobile marketing team will work with staff to design and execute a custom promotion.







Branded Swag Kits

We provide our clients with swag kits that include branded items like hats, shirts, water bottles, lip balm, koozies, and more. These items can be distributed at the City's parking office or at special events to help raise awareness of the parking program. We also use these items when we deploy street teams as an incentive to download the app.



The City of Royal Oak is not limited to these strategies and we will work with the City's team to determine the best marketing package.

b. Describe how the proposed parking technology solution would support a merchant validation program and identify any equipment required and additional costs or fees.

As described previously, ParkMobile promo and validation codes offer discounted or free parking sessions through the app. Promo codes allow the user to enter a discount code prior to starting a parking session and receive the discounted or free parking session.

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Discounts can be communicated to users in a number of ways, but we have provided example app popups below.

Promo and validation codes can be purchased by the City or merchants in the City and are programmed by ParkMobile. No additional equipment is necessary.

c. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure motorist convenience. All associated pricing for any proposed or suggested feature must be identified.

ParkMobile is constantly researching ways to innovate the industry and working with our ownership partner, EasyPark Group, to unify a single global platform. This global platform will bring several enhancements to the ParkMobile system that are already live across Europe. We have already described our ParkMobile Inights platform and can provide the following additional features:

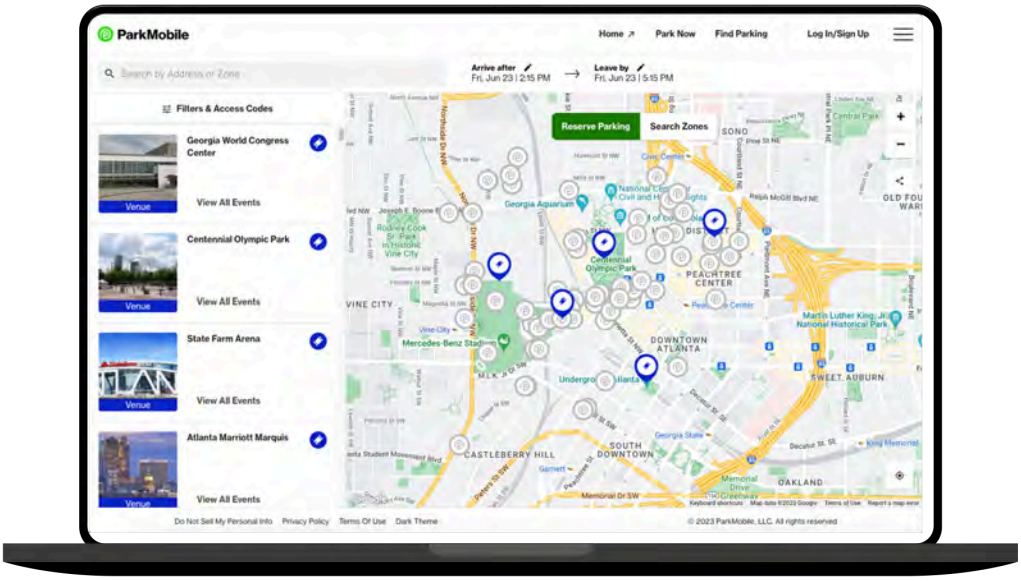
- **Electric Vehicle (EV) Charging Payments**
  Our Electric Vehicle Charging Payments integration enables users to pay for parking and charging their electric vehicle within the ParkMobile user interface.
- **Camera Park and Integration with Gated Equipment**
  Should the City wish to deploy ParkMobile in its gated garages, ParkMobile can implement our Camera Park functionality. With this solution, cameras are outfitted on entry and exit areas and the session starts on entry for those that have registered for the service. The Parking and Revenue Control System (PARCS) solution will prompt ParkMobile how much to charge once the vehicle exits the lot. Additionally, ParkMobile integrates with gated equipment to allow users to skip the line at the parking pay station and pay with the ParkMobile app. The user simply scans the ticket in the ParkMobile app, pays for their parking, and upon exiting the gate will lift for a successful payment.

d. Describe various types of discounts, passes, and special event parking programs and identify any additional costs or fees for these services.

ParkMobile also offers parking reservations for transient or event parking. Users can easily secure a parking space in advance through the flagship website at ParkMobile.io, a custom-branded website tailored to match the Royal Oak's overall look and feel, or the responsive mobile website experience (available at parkmobile.io). ParkMobile aims to simplify the parking process and enhance the overall customer experience by providing flexible booking options.

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ParkMobile offers a simple and fast way to reserve parking. To begin, users can visit the ParkMobile reservations website and follow these simple steps:

1. **Search**: Enter the desired date and time to find available parking. The map interface will display available parking locations. Users can select their desired location and confirm details such as the selected date/time and amenities available.
2. **Confirm Details**: Users will then be prompted to log in to their ParkMobile account, create an account if they don't have one, or checkout as a guest (web experience only). Customers will then be asked to provide their email address, license plate number, and payment information to complete the reservation purchase. If the customer is logged into their ParkMobile account, most of these fields will be pre-populated with their preferred options.
3. **Complete Purchase**: After completing the reservation, users will receive an email confirmation and a QR code. Depending on the client's operation, the email, QR code, or the user's license plate may be used to verify the paid reservation.

Event reservations follow the same steps, except that the user selects the venue on the ParkMobile map and then has a list of events to reserve parking for.

e. Describe any merchant processing services provided, identify any processing fees, describe the invoicing/payments made to the City if the Contractor is the merchant of record, and describe the reconciliation process.

If ParkMobile is Merchant of Record, ParkMobile remits parking revenue (minus transaction and processing fees) to the client on a monthly basis. ParkMobile communicates to clients the advantages of utilizing ParkMobile as the Merchant of

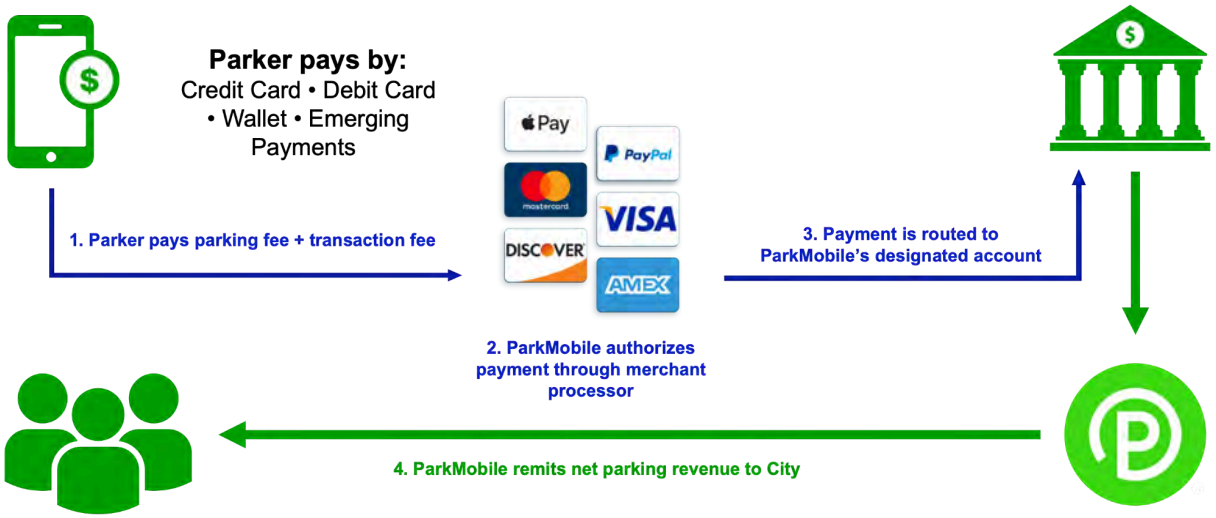
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Record. Advantages include:

- **Payment Methods** - With ParkMobile as Merchant of Record, clients can ensure that the maximum amount of payment methods are available to customers, including the ParkMobile Wallet, which is only available when ParkMobile is MOR. ParkMobile Wallet also provides customers with a lower transaction fee.
- **Chargeback Coverage** - ParkMobile covers the costs of chargebacks, so clients are not responsible for them.

ParkMobile will remit City parking revenue (minus processing fees and the transaction fee) to the City on a monthly basis. Reports are available for reconciliation purposes.



f. The ability to provide a single back-office system capable of managing rules, rates, and restrictions for multiple providers of MPPS services would allow visitors to the City who use other MPPS systems to use their preferred system for making payments at City parking locations. Under such a system, the Contractor would be the "System Integrator," and other companies would be "Partners." Proposers that may offer this capability should describe their experience with providing a back-office capable of supporting this functionality and provide sample pricing information.

The ParkMobile mobile app system integrates seamlessly with the Flowbird WebOffice which can serve as a single back-office system capable of managing rules, rates, and restrictions for multiple system components. We have provided information about WebOffice in our responses to the Pay Station questions.

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g. Describe any enhanced services and features that are currently available to the City or in the near future and how these services and features would be integrated to ensure customer convenience. All associated pricing for any proposed or suggested feature must be identified, including, but not limited to, a parking guidance application and other customer service features that can directly benefit the City.

We have described our enhanced services in response to question c. above.

h. Explain what types of real-time payment data can be displayed on on-street single- and multi-space payment equipment and the impacts of displaying that equipment.

ParkMobile can push paid status to single space meters for ease of enforcement, however, this feature can degrade the battery faster. While this integration is available, it is up to the single space meter manufacturer on whether to enable it.

ParkMobile communicates our parking data in real-time to WebOffice, so parking pay station and mobile payment paid status are available in one backend system.

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Proposer:	ParkMobile, LLC

General
For submittal, save and submit the TCM as an Excel file.
Enter your company's name in the yellow highlighted section on each tab.
DO NOT add or remove rows or columns.

Minimum Qualifications/Requirements
Proposers shall select if they Comply or Do Not Comply with each Minimum Qualification/Requirement Column C (“Response”) for each of the following tabs.
Proposers may enter additional context in Column D (“Comments (Optional)”) for each tab.
Proposers **shall not** enter any comments in Column D ("Comments (Optional)") that contradict the Proposer’s response in Column C (“Response”). In cases where it is perceived that the comments contradicts the response in Column D, the line item will be scored as Cannot Meet.
DO NOT edit any content in columns A-B.

Technical Requirements		
Tab Name	**RFP Section**	**Number of Requirements**
1 PaybyPlatePayStations	1 Pay by Plate Pay Stations	184
2 MobileParkingPayment	2 Mobile Parking Payment System	80

Instructions
For submittal, save and submit the TCM as an Excel file.
Proposers shall select a response for each requirement Column D (“Response”) for each of the following tabs. A description of each response is below.
If the response for a requirement is "Future Release", the Proposer **must** include an estimated release date in the comments section.
Proposers may enter additional context in Column E (“Comments (Optional)”) for each tab.
Proposers **shall not** enter any comments in Column E ("Comments (Optional)") that contradict the Proposer’s response in Column D (“Response”). In cases where it is perceived that the comments contradicts the response in Column D, the line item will be scored as Cannot Meet.
Enter your company's name in the yellow highlighted section on each tab.
DO NOT add or remove rows or columns.
DO NOT edit any content in columns A-C.

Response Options	
Response	**Description**
Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.
With Configuration/Programming	The system will meet the requirement before the System is live by arranging the functional parameters that are already inherent in the product or by modifying the product’s source code (changing or adding new code) so that it functions in a way that meets the City’s specific business needs.
Future Release	The current version of the system cannot meet the requirement “Comply” or “With Configuration/Programming” but will be able to with a scheduled, future release of the product. **Proposers must provide an estimated release date with this response.**
Cannot Meet	The System cannot or does not meet the requirement.

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Minimum Qualifications/Requirements Citation Issuance Devices & Software Proposers		Proposer:	ParkMobile, LLC
Section Description	**Requirement**	**Response**	**Comments (Optional)**
Minimum Qualifications / Requirements	Proposer shall have a minimum of ten active clients located in the United States of America with a minimum of 50 pay stations.	Comply	Flowbird has over 100 active clients in the United States with 50 or more pay stations. No vendor has more active pay stations in operation than Flowbird.
Minimum Qualifications / Requirements	Proposer shall have legally operated in the United States of America for a minimum of five years.	Comply	Flowbird has operated in the United States for over 25 years. We launched our first pay stations in the US in the early 1990's in cities such as New York and Portland, introducing the concept and benefits of multi-space meters to the US market.

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Minimum Qualifications/Requirements Citation Issuance Devices & Software Proposers		Proposer:	ParkMobile, LLC
Section Description	**Requirement**	**Response**	**Comments (Optional)**
Minimum Qualifications / Requirements	Proposer shall have a minimum of ten active clients located in the United States of America.	Comply	ParkMobile is deployed in over 500 municipalities in the US and thousands of deployments in cities, universities, airports, event venues, and private operator lots.
Minimum Qualifications / Requirements	Proposer shall have legally operated in the United States of America for a minimum of five years.	Comply	ParkMobile began its US operations 17 years ago in 2008.

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1. Pay by Plate Pay Stations		Proposer:	ParkMobile, LLC	
Section Description	**RFP Requirement #**	**Requirement**	**Response**	**Comments (Optional)**
1.1 Key Requirements	1.1.1	Pay stations must be able to store at least 10 different rate structures configurable by time of day, length of stay, and day of the week. The technology must allow for simultaneous rate structures to be deployed to different pay stations including static/fixed rates and fixed and escalating hourly rates.	Comply	
1.1 Key Requirements	1.1.2	Pay station shall accommodate a pre-payment option (payments made in advance of operating hours).	Comply	
1.1 Key Requirements	1.1.3	Pay station technology must be simple to understand and easy to use.	Comply	Our proposed pay station, the CWT, features a 9.7" full color touch screen, making the transaction process very simple and user friendly. The screen flow is customizable and we will work with the City on the ideal experience for your parking public.
1.1 Key Requirements	1.1.4	Motorist shall be able to complete a transaction in as few steps/screens as possible.	Comply	
1.1 Key Requirements	1.1.5	All technology included in the solution must be reliable, easy to maintain, and secure.	Comply	Flowbird has manufactured parking pay stations for over 50 years and our equipment is known around the world for its reliability, security, and how easy it is to maintain. We have designed our pay stations from the ground up to function successfully in unattended environments (e.g. city sidewalks) in any climate.
1.1 Key Requirements	1.1.6	Pay station shall include a large screen to display relevant policy and parking information, rather than using signs or decals posted on the hardware. A touch screen is preferred by the City as the main interface for the motorist. Pay station shall be able to electronically display the following to the motorist with minimal effort: - Rate Options - Days and hours of operation - Motorist instructions	Comply	The City can utilize the CWT's 9.7" full color touch screen to provide rates, days/times of operation, as well as special instructions to motorists.
1.1 Key Requirements	1.1.7	All technology, equipment, and systems shall be ADA-compliant to the latest state and federal standards at the time of proposal submission, including all related specifications from Public Right-of-Way Accessibility Guidelines adopted on July 3, 2024.	Comply	The CWT meets applicable ADA standards including having all operable buttons at or below 48" from the ground to make parking payment accessible for individuals in wheelchairs. We meet the requirements for forward reach and side reach.
1.1 Key Requirements	1.1.8	All materials and components of the pay station shall be new (the most current model or version), unused, and not refurbished. The Contractor may submit the option for use of refurbished (like new) parts, in which case, the Contractor must clearly state which part(s) may optionally be selected by the City and any related cost savings.	Comply	
1.1 Key Requirements	1.1.9	Pay station shall have a modular design. Components shall be able to be quickly changed in the field and, to the extent possible, interchangeable between pay stations.	Comply	Components in the CWT can be easily changed out in the field with standard tools as follows: Touch screen – 7mm socket or nut driver CPU board – socket wrench Modem – by hand (the modem clips onto main board) Card reader – screwdriver Battery – by hand
1.1 Key Requirements	1.1.10	All Pay station electronic components, connections and wiring shall be fully weatherproofed and capable of outdoor use.	Comply	The CWT is built for all climates. Over 700 CWTs are deployed in Detroit alone, demonstrating the robustness in climates like Royal Oak. Our parking equipment is not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. Our pay stations are rated to work in 99+ percent relative humidity and at temperatures up to 140º F and down to -22º F. The touch screen displays are tamper, weather and corrosion proof.
1.1 Key Requirements	1.1.11	Pay station shall be weather, rust, and graffiti resistant and shall be made of stainless steel or an equivalent material.	Comply	The cabinet is made with 304 stainless steel, making it extremely resistant to corrosion. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet.
1.1 Key Requirements	1.1.12	Pay station shall have additional lighting or illumination for after dark usage and limit the effects of sun glare.	Comply	An optional light bar is available as a cost option. The touch screen display is recessed to limit the effects of sun glare. The outer Lexan glass has an anti-glare coating to reduce reflections and heat build-up.
1.1 Key Requirements	1.1.13	Pay station shall wirelessly communicate usage, payment status, pay station access and maintenance alert data in real-time though a vendor provided cellular plan.	Comply	
1.1 Key Requirements	1.1.14	Pay station shall be managed by a web-based parking management system or pay station management system (PSMS).	Comply	ParkMobile will provide the City with the WebOffice parking management system. WebOffice is web based and is hosted by our team in our secure data centers. Transaction data from both the pay stations and the ParkMobile app will be integrated into WebOffice for a complete view of your parking activity. All alarms and alerts are reported in real time for your maintenance team to provide a quick response to any issues.
1.1 Key Requirements	1.1.15	Pay station and PSMS shall include easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of pay stations.	Comply	
1.1 Key Requirements	1.1.16	Pay station and all components shall be warranted to operate as proposed within a temperature range of negative 15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City, including but not limited to sleet, snow, hail, grime, rain, fog, sun (including direct sunlight), and vibrations.	Comply	The CWT is built for all climates. Over 700 CWTs are deployed in Detroit alone, demonstrating the robustness in climates like Royal Oak. Our parking equipment is not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. Our pay stations are rated to work in 99+ percent relative humidity and at temperatures up to 140º F and down to -22º F. The touch screen displays are tamper, weather and corrosion proof.
1.2 Wireless Two-Way Communications	1.2.1	Pay station shall will be equipped with a modem, antenna, and the required software to support wireless communications.	Comply	The CWT will be equipped with a cellular modem and antenna allowing for 4G communications via AT&T, T-Mobile, or Verizon.
1.2 Wireless Two-Way Communications	1.2.2	The wireless service will be supplied by the Contractor who shall be responsible for maintaining and updating the service to ensure system uptime in excess of 99% during parking hours of operation.	Comply	ParkMobile manages the data plan on behalf of the City. If we identify that there are communications issues, we will work together with the cellular vendor to resolve the issues.
1.2 Wireless Two-Way Communications	1.2.3	The wireless communication service and related modem (or other equipment) shall be viable for at least six years from the date of the equipment's delivery.	Comply	
1.2 Wireless Two-Way Communications	1.2.3.1	After six years, if at no fault of the Contractor, the cellular carrier cancels the available service, Contractor will provide written notification to the City at least one year in advance of the cancellation and provide support to the City for upgrading the pay station at the lowest possible cost with a service that will be viable for at least six additional years.	Comply	
1.2 Wireless Two-Way Communications	1.2.3.2	If the communication service is cancelled prior to six years from equipment delivery, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.	Comply	
1.2 Wireless Two-Way Communications	1.2.3.3	If at any time during the agreement communication service cancellation or degradation is determined to be the fault of the Contractor, Contractor will be responsible for the upgrade of all pay stations including equipment, software, and on-site physical upgrade.	Comply	
1.2 Wireless Two-Way Communications	1.2.4	Pay station shall have the ability to select from different cellular carriers that may be best for different locations.	Comply	The CWT works with AT&T, T-Mobile, and Verizon (note that any pay stations operating on Verizon may incur a slighly higher monthly fee due to higher costs on that platform).

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.2 Wireless Two-Way Communications	1.2.5	Contractor will identify the likely cellular carrier(s) to be used for service and the process of determining reliability of signal coverage.	Comply	ParkMobile's project manager will provide guidance on this topic during the project roll out.
1.2 Wireless Two-Way Communications	1.2.6	Contractor will provide options for connectivity besides cellular data; e.g., hardwired, fiber, Wi-Fi, etc.	Comply	The CWT can operate on Ethernet if it is available at the site.
1.2 Wireless Two-Way Communications	1.2.7	Pay station transactions shall be communicated to the back-office system in real time to support pay-by-plate pay station enforcement queries.	Comply	ParkMobile meets this requirement and supports integration with all of the leading enforcement solutions on the market.
1.2 Wireless Two-Way Communications	1.2.8	In the case of communication outages (offline), the pay station shall be capable of storing transactions (as allowed by EMV standards), events and alarms for at least seven days, until communication is restored, at which point the data shall be transmitted to the back-office system.	Comply	
1.3 Pay Station Display	1.3.1	Display shall be easy to read under various daytime and nighttime lighting conditions, including fog, direct sunlight, and at various angles.	Comply	The touch screen display is recessed to limit the effects of sun glare. The outer Lexan glass has an anti-glare coating to reduce reflections and heat build-up.
1.3 Pay Station Display	1.3.2	Display shall be lit and will be large enough to legibly display all necessary operating status messages to users and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent, as applicable) configuration and not cause excessive battery drain.	Comply	The CWT features a 9.7" full color touch screen, providing ample space to deliver a great user experience. The pay station is powered by a rechargable battery that is trickle charged by the integrated solar panel. This solution is proven around the world and provides more than sufficient power for the display and other components, even in harsh climates. The pay station (including the display) goes into sleep mode when not in use to preserve battery life.
1.3 Pay Station Display	1.3.3	Display shall be scratch and impact resistant.	Comply	
1.3 Pay Station Display	1.3.4	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.	Comply	
1.3 Pay Station Display	1.3.5	Display shall allow for the option to inform motorist of expiration of their paid parking session.	Comply	The CWT can be configured to show the expiration time when a user inputs their plate number.
1.3 Pay Station Display	1.3.6	Motorists shall be able to select their rate option prior to submitting payment in order for the pay station to translate the amount due and inform the motorist of the payment value.	Comply	
1.3 Pay Station Display	1.3.7	Display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the PSMS and communicate wirelessly to the pay station at least once per day. The City shall have the ability to change or adjust the graphic display independent of Contractor support and there shall be no additional costs for these types of adjustments.	Comply	
1.3 Pay Station Display	1.3.8	Display shall have the ability to display special messaging.	Comply	
1.3 Pay Station Display	1.3.9	Display shall clearly communicate instructions and error messages to the motorist. Where possible, alphanumeric and graphical representation is preferred. At a minimum, the display shall be capable of providing the following information: - Rates - Days and hours of pay station operation - Related parking regulations - Card Read Error - Communicating if a motorist's card was not appropriately read by the pay station - Coin Payment Unavailable - Communicating that coin payment is unavailable as a payment method - Bill Payment Unavailable - If applicable, communicating that bill payment is unavailable as a payment method - Card Payment Unavailable - Communicating that bank card payment is unavailable as a payment method - Card Payment Declined - Communicating that the provided bank card was decliend and to use another payment method - Out of Order - Communicating that the pay station is fully out of order - Receipt Unavailable - If applicable, communicating that a printed receipt is unavailable - Customizable messages as dictated by the City on one or more screens - Customizable messages notifying the motorist of other payment options (example - text-to-pay or mobile payment) on one or more screens	Comply	The CWT utilizes a mix of text and graphics to communicate key messaging to the parking public. The pay station can accommodate all of the information listed to the left.
1.4 Pay Station User Interface	1.4.1	Any pay station buttons, touch screens or physical touch points must be vandal resistant, weatherproof, and corrosion resistant.	Comply	The CWT was designed from the ground up to work outdoors in unattended environments in any climate.
1.4 Pay Station User Interface	1.4.2	Any pay station buttons shall include a lighting feature so that a motorist can easily find the button in low light scenarios.	Comply	
1.4 Pay Station User Interface	1.4.3	Any pay station buttons, touch screens or physical touch points shall be easily maintained and replaced as needed.	Comply	All major components on the pay station (e.g. display, card reader, coin selector, printer, modem) can easily be maintained and replaced. ParkMobile will provide complete training to your maintenance staff.
1.5 Payments	1.5.1	Pay station must allow payment through multiple channels, including coin, cash, and bank card. Near Field Communication (NFC) payment (including contactless bank cards, Apple Pay and Google Pay) shall be supported. The City shall have the option to order any number of pay stations in any payment configuration	Comply	
1.5 Payments	1.5.2	Pay station shall accept monies through a jam-resistant coin, bill and bank card interface.	Comply	
1.5 Payments	1.5.3	Pay station shall accept all $0.05, $0.10, $0.25 and $1 coins in active circulation.	Comply	
1.5 Payments	1.5.4	If applicable, pay station shall accept all $1, $5, $10, and $20 bills in active circulation.	Comply	
1.5 Payments	1.5.5	Monies must be deposited directly into, and stored in, secured containers in the pay station's vault area.	Comply	
1.5 Payments	1.5.6	Monies must be easy to collect, being able to be completed in two minutes or less.	Comply	
1.5 Payments	1.5.7	All collection activities should include events reported to the PSMS.	Comply	The pay station will provide a time stamp on when a collection was performed along with the quantities of coins/bills along with total dollar amounts. Each collection notification contains the pay station ID number.
1.5 Payments	1.5.8	Pay station collection receipt printing shall be optional, allowing for removal of specific revenue information from the printed receipt or on-screen details.	Comply	The CWT supports multiple options for proof of payment. The user can get a printed receipt, no receipt or a text receipt.
1.5 Payments	1.5.9	Maintenance personnel must be able to easily clear coin or bills jams without special tools and accessing the coin or bill vault.	Comply	
1.5 Payments	1.5.10	Pay station must allow the motorist to pay for a parking transaction at any pay station within a City defined zone.	Comply	

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.5 Payments	1.5.11	Pay station will have the ability to allow the addition of time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time allowed by license plate for the parking location.	Comply	The EasyPark/Flowbird system allows for the addition of time to existing transactions from any pay station in the City and will only allow payment up to the maximum time limit for the original parking zone.
1.5 Payments	1.5.11.1	Add time feature must be integrated with the mobile and text-to pay payment system to prevent meter feeding beyond the City's maximum time limits.	Future Release	Currently the CWT is integrated with our Pay by Text system on the same platform to prevent meter feeding. We anticipate that in Q3 2025 the platform will also prevent meter feeding from the ParkMobile app.
1.5 Payments	1.5.12	Pay stations shall be programmed to accept extended payment within applicable City policy requirements.	Comply	
1.5 Payments	1.5.13	Pay Station shall allow for multiple motorist payment receipt options, including, but not limited to, print options, receipt by text, or no receipt.	Comply	At the end of the transaction, the pay station will provide the user their various proof of payment options.
1.5 Payments	1.5.14	Contractor, the pay station, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)) as applicable.	Comply	
1.5 Payments	1.5.15	Pay station bank acceptance system will allow and compliant with EMV payments.	Comply	
1.5 Payments	1.5.16	Contractor will provide a payment gateway for processing of bank cards which is capable of processing Visa, Mastercard, American Express and Discover.	Comply	
1.5 Payments	1.5.17	Contractor will integrate the City's current merchant process, First Data Reporting Systems.	Comply	
1.6 Clock	1.6.1	Pay station must have a 365-day calendar real-time clock that completes a time-sync with the server at least once every 24 hours.	Comply	
1.6 Clock	1.6.2	Pay station will either retain the time settings during battery replacements or servicing or will accurately reset the time settings without losing prior programming within one minute of restart.	Comply	
1.6 Clock	1.6.3	Pay station clock shall be programmable at least one year in advance for automatic daylight savings time changes and shall support any State/Federal changes to Daylight Savings Time.	Comply	
1.6 Clock	1.6.4	Pay station clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).	Comply	
1.6 Clock	1.6.5	Time of day and date shall be available to be viewed in the maintenance screens.	Comply	
1.7 Pay Station Power	1.7.1	Pay stations must have the capacity for power by a rechargeable (or equivalent) battery.	Comply	The rechargable battery will be trickle charged by an integrated solar panel.
1.7 Pay Station Power	1.7.2	Pay station must include solar recharging capability.	Comply	The pay station will include an integrated solar panel.
1.7 Pay Station Power	1.7.3	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 2 minutes and without the use of any specialized tools.	Comply	
1.7 Pay Station Power	1.7.4	Batteries shall be able to be recharged outside of the pay station.	Comply	
1.7 Pay Station Power	1.7.5	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the pay stations.	Comply	The CWT Pay Station utilizes a recyclable sealed lead acid battery.
1.7 Pay Station Power	1.7.6	When battery voltage falls below a minimum threshold, the pay station will generate an alert prior to the pay station going out of service.	Comply	
1.7 Pay Station Power	1.7.7	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.	Comply	
1.7 Pay Station Power	1.7.8	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the PSMS.	Comply	The CWT will be delivered with a rechargable battery that is trickle charged by the solar panel. This is the battery that will power the pay station. The voltage can be checked at the pay station level on the display or through the WebOffice system.
1.7 Pay Station Power	1.7.9	All locally stored pay station data will be retained during battery replacement and battery failures for at least seven days.	Comply	
1.7 Pay Station Power	1.7.10	Contractor shall guarantee a life of at least five years for a battery under normal use. Contractor shall provide training on proper battery care and maintenance to maximize the life of a battery.	Comply	
1.7 Pay Station Power	1.7.11	Upon end of life of a battery, after 5 years, Contractor shall support the City in the replacement of the battery.	Comply	
1.8 Pay Station Security	1.8.1	Pay stations shall have high security locks for all housing and cabinet doors.	Comply	
1.8 Pay Station Security	1.8.2	Cash vault areas of the pay station shall not be accessible from the maintenance compartment and access shall require separate keys.	Comply	
1.8 Pay Station Security	1.8.3	Vault area will be resistant to vandalism, theft, and other attacks to remove or disable the vault.	Comply	
1.8 Pay Station Security	1.8.4	Exterior locks shall be internally or flush mounted to reduce visibility to the public.	Comply	
1.8 Pay Station Security	1.8.5	Exterior locks shall be weather resistant to prevent rust and access of liquid inside the pay station.	Comply	
1.8 Pay Station Security	1.8.6	Exterior locks shall be uniquely keyed for the City, whereas no other client will have the same combination.	Comply	
1.8 Pay Station Security	1.8.7	Pay stations shall be resistant to vandalism, theft and other attacks.	Comply	
1.9 Maintenance	1.9.1	Pay station shall be able to be fully maintained by City staff or its designee.	Comply	ParkMobile will provide full training to maintenance staff.
1.9 Maintenance	1.9.2	The following major components shall be able to be replaced by a trained technician within 10 minutes of arrival at the pay station: - Coin acceptor - Bill acceptor (if applicable) - Bank card reader - Main board (CPU) - Printer - Battery	Comply	
1.9 Maintenance	1.9.3	Any other pay station component shall be replaceable by a training technician within a reasonable time period.	Comply	
1.9 Maintenance	1.9.4	Any special tools required for maintenance that are not easily available at a standard hardware store will be provided by the Contractor.	Comply	
1.9 Maintenance	1.9.5	Pay station display shall include a maintenance menu, accessible only by credentials available to a maintenance technician.	Comply	

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.9 Maintenance	1.9.6	Pay station maintenance menu shall include the following capabilities: - View current status of the pay station - View current events, alerts and/or alarm - View current battery voltage - Test all available components - Print test receipt, if applicable - Test communication to the PSMS	Comply	
1.10 Pay Station Management System	1.10.1	The Proposer shall provide and maintain a Pay Station Management System (PSMS) for the term of the contract.	Comply	
1.10 Pay Station Management System	1.10.2	PSMS shall be hosted by the Contractor, or their subcontractor. Contractor shall maintain full responsibility, contractually or otherwise, for any third-party systems or hosting provided as part of this Proposal.	Comply	
1.10 Pay Station Management System	1.10.3	PSMS must provide secure, web-based back-office system including modules for the following: - Real time status of all pay stations - Real time and historical events, alert, alarm, and outage data - Real time and historical payment transaction data including search and look up capabilities - Pay station management features including rate policies, display updates and more - Detailed collection reporting to allow for accurate reconciliation of collected cash - Detail bank card processing report to allow for accurate reconciliation of bank card transactions - Standard and customized reporting capabilities including the ability to create custom templates for future use.	Comply	
1.10 Pay Station Management System	1.10.4	PSMS shall allow the City to track events, alerts and alerts from initiation at the pay station to the closing of such items once repaired in the field.	Comply	
1.10 Pay Station Management System	1.10.5	PSMS shall provide the ability to identify pay stations by descriptions, address, and zones. Mapping functionality is a desirable feature.	Comply	
1.10 Pay Station Management System	1.10.6	PSMS shall easily indicate pay station status and send configuration events, alerts and alarms to designated personnel via email and text.	Comply	
1.10 Pay Station Management System	1.10.7	PSMS shall provide real-time verification of parking spaces payment status for enforcement purposes.	Comply	
1.10 Pay Station Management System	1.10.8	PSMS shall allow the remote download of all rate changes, display changes, receipt layout changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.	Comply	
1.10 Pay Station Management System	1.10.9	PSMS and pay station shall include the ability to program and display different rate schedules by time of day, length of stay, and day of the week, including dynamic and progressive rate structures for peak occupancy periods.	Comply	
1.10 Pay Station Management System	1.10.10	Contractor rate schedules shall be integrated or replicated with other City parking payment systems, such as mobile payment, if applicable, to ensure consistent and accurate rate schedules.	Comply	
1.10 Pay Station Management System	1.10.11	City staff shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.	Comply	
1.10 Pay Station Management System	1.10.12	PSMS shall include a customizable dashboard that allows the City to display relevant analytics associated with the paid parking program including occupancy data, revenue, and equipment performance.	Comply	
1.10 Pay Station Management System	1.10.13	Contract shall offer the ability to integrate data from third-party systems into the PSMS allowing for a centralized reporting system and inclusion of the data in the dashboard display. Integrations will include, at a minimum, other paid parking technologies for both on and off-street operations.	Comply	
1.10 Pay Station Management System	1.10.14	PSMS shall allow for reports to be exported as Excel, CSVs and/or PDF files.	Comply	
1.10 Pay Station Management System	1.10.15	PSMS shall schedule any batch style reporting to occur on demand or by 5am daily, if applicable.	Comply	
1.11 Warranty & Contract Support	1.11.1	Contractor shall include a minimum of a one-year hardware warranty.	Comply	
1.11 Warranty & Contract Support	1.11.2	Contractor shall provide a warranty on all software and system solutions for the contract term.	Comply	
1.11 Warranty & Contract Support	1.11.3	Hardware warranty shall be effective on the same day for all pay stations included in the initial order, becoming effective on the last day of installation of the pay station implementation or 90 days from delivery of all pay stations, whichever comes first.	Comply	
1.11 Warranty & Contract Support	1.11.4	For any subsequent orders, the hardware warranty shall be effective on the date of delivery.	Comply	
1.11 Warranty & Contract Support	1.11.5	Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Eastern Time Zone, seven days per week (excluding holidays).	Comply	
1.11 Warranty & Contract Support	1.11.6	Contractor's Help Desk and related staff shall be located in the United States of America.	Comply	
1.11 Warranty & Contract Support	1.11.7	Contractor shall provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the entire system.	Comply	
1.11 Warranty & Contract Support	1.11.8	Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated on a regular basis.	Comply	
1.11 Warranty & Contract Support	1.11.9	Contractor shall utilize a ticket tracking system to open, track and close support requests from the City.	Comply	ParkMobile utilizes the Zendesk system for ticket tracking. The system not only allows clients to open a ticket, it allows us to gain valuable insights into our client satisfaction levels.
1.11 Warranty & Contract Support	1.11.10	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Comply	Everything that happens at a CWT pay station is transmitted to the WebOffice system. This includes all maintenance alarms and alerts (e.g. out of order pay stations, coin jams, paper outages, low battery alerts, etc.)
1.11 Warranty & Contract Support	1.11.11	Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades.	Comply	

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.11 Warranty & Contract Support	1.11.12	Requests for Quotations for parts, equipment or service from the City must be fulfilled within three business days.	Comply	
1.11 Warranty & Contract Support	1.11.13	Return Merchandise Authorization (RMA) requests from the City must be addressed within three calendar days. Upon return of equipment to the Contractor, the RMA must be processed and return equipment shipped within 14 days and/or a status update as to the expected time of arrival (ETA).	Comply	
1.11 Warranty & Contract Support	1.11.14	Shipment of the RMA to the Contractor will be at the cost of the City. Shipment of the return equipment will be at the cost of the Contractor.	Comply	
1.11 Warranty & Contract Support	1.11.15	RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within regular business hours.	Comply	
1.12 Project Management	1.12.1	Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery and installation portion of the contract who will be responsible for, including but not limited to: - Project oversight and delivery of the system. - Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation. - Coordinating efforts with the City and any subcontractors. - Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues. - Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.	Comply	
1.12 Project Management	1.12.2	Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.	Comply	
1.12 Project Management	1.12.3	Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.	Comply	
1.12 Project Management	1.12.4	Contractor shall test all hardware, software and systems prior to delivery to the City.	Comply	
1.12 Project Management	1.12.5	Contractor shall develop a training plan for review and approval by the City.	Comply	
1.13 Training	1.13.1	Contractor shall provide a training plan that includes, but is not limited to, installation, troubleshooting, repairs, preventative maintenance, revenue reconciliation, and reporting. The training plan shall include: - Types of training course with a target audience - Description of course - Method of training (video conference, in person, etc) - Prerequisites for the training course	Comply	
1.13 Training	1.13.2	Contractor training must include, at a minimum, the following City personnel: operations, maintenance, customer support, administration, and finance.	Comply	
1.13 Training	1.13.3	Training will occur in person or via video conference as is most appropriate for the topic. At a minimum, Contractor will provide at least two days of onsite/in person training for operations and maintenance.	Comply	
1.13 Training	1.13.4	Training will be provided by qualified experts from the Contractor.	Comply	
1.13 Training	1.13.5	The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.	Comply	
1.13 Training	1.13.6	The City may request additional training sessions in person. The Contractor will provide a quote for services within one week, and perform that training within four weeks, of the City's request.	Comply	
1.13 Training	1.13.7	Contractor will provide necessary training to the City for any new, upgraded or additional functionality provided during the term of the contract.	Comply	
1.13 Training	1.13.8	Contractor shall supply, and keep current, digital copies of all operating, training, maintenance, repair and user's manuals, which include detailed instructions for pay station and system usage.	Comply	
1.14 Work Order Management (Optional)	1.14.2	PSMS shall include a work order management system (WOMS).	Comply	This feature is available through Zendesk as a cost option.
1.14 Work Order Management (Optional)	1.14.3	WOMS shall automatically create maintenance work order tickets generated by pay stations events, alerts or alarms.	Comply	This feature is available through Zendesk as a cost option.
1.14 Work Order Management (Optional)	1.14.4	WOMS shall route work orders automatically to the City assigned contacts via email and text.	Comply	This feature is available through Zendesk as a cost option.
1.14 Work Order Management (Optional)	1.14.5	WOMS shall allow for manual ticket creation for any reason and route for use by maintenance, customer service, City management and more.	Comply	This feature is available through Zendesk as a cost option.
1.14 Work Order Management (Optional)	1.14.6	WOMS shall provide for the entire life cycle of a ticket including creation, routing, addition of comments/notes, and closing.	Comply	
1.14 Work Order Management (Optional)	1.14.7	WOMS shall provide a mobile application or mobile compatible website for in field entry and activity.	Comply	
1.14 Work Order Management (Optional)	1.14.8	WOMS shall include reporting functionality that allows management to review ticket history and statistics.	Comply	
1.15 Installation	1.15.1	Contractor will be responsible for pay station installation at specific locations identified by the City. The Contractor's price will include all costs associated with the activity.	Comply	
1.15 Installation	1.15.2	The City will be responsible for a storage location within the City limits for pay station delivery and provide reasonable access to the facility Monday through Friday during business hours.	Comply	
1.15 Installation	1.15.3	The City will be responsible for removing an existing pay station or meter infrastructure prior the installation by the Contractor.	Comply	

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.15 Installation	1.15.4	Contractor will provide one in person, onsite walk-through where the Contractor's Project Manager and a City representative will review each installation site. The Contractor will issue a report listing the details (address, GPS coordinates, etc.) and status of each location with two weeks of the site visit for City review and approval.	Comply	
1.15 Installation	1.15.5	Contractor will provide all personnel, tools, equipment, unpacking, assembly, programming, or otherwise as required for installation.	Comply	
1.15 Installation	1.15.6	Contractor will provide pay station transportation between the storage facility and the installation locations.	Comply	
1.15 Installation	1.15.7	The City will be responsible for preparing each site for installation prior to Contractor kicking off installation, including any concrete remediation.	Comply	
1.15 Installation	1.15.8	The Contractor will provide no less than two technicians working together to complete the installations at a rate of no less than 5 to 10 pay stations per day.	Comply	
1.15 Installation	1.15.9	Upon completion, Contractor staff will thoroughly test each pay station and provide documentation of the successful installation and confirmation that each pay station is operating to specification. Review and confirmation of each report by the City will result in acceptance of said pay station.	Comply	
1.16 System and Security Requirements	1.16.1	The Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.	Comply	ParkMobile's system is fully vendor hosted. The City does not need to maintain servers to support its new parking solution.
1.16 System and Security Requirements	1.16.2	Computers that access the System shall not require special software packages or "client" software. Any computer shall access the System through a standard web browser without plug-ins or other components.	Comply	
1.16 System and Security Requirements	1.16.3	The Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.	Comply	
1.16 System and Security Requirements	1.16.4	The Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.	Comply	
1.16 System and Security Requirements	1.16.5	The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. The Contractor's security for the System and all connections thereto shall conform to current industry best practices.	Comply	
1.16 System and Security Requirements	1.16.6	The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.	Comply	
1.16 System and Security Requirements	1.16.7	All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.	Comply	
1.16 System and Security Requirements	1.16.8	The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.	Comply	
1.16 System and Security Requirements	1.16.9	The System shall provide full system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.	Comply	
1.16 System and Security Requirements	1.16.10	System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.	Comply	
1.16 System and Security Requirements	1.16.11	Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.	Comply	
1.17 PCI Compliance	1.17.1	The Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.	Comply	ParkMobile's system is PCI Level 1 certified.
1.17 PCI Compliance	1.17.2	As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.	Comply	
1.17 PCI Compliance	1.17.3	Proposers shall provide an Attestation of Compliance (AoC) as a declaration of compliance status with PCI DSS.	Comply	
1.18 Data Requirements	1.18.1	The City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct, derived, calculated, or modeled.	Comply	
1.18 Data Requirements	1.18.2	The Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five years after its termination.	Comply	
1.18 Data Requirements	1.18.3	The Contractor shall deliver copies of all System data upon request of the City or its designee and upon the termination of the Agreement in a format mutually agreed upon by both parties.	Comply	
1.18 Data Requirements	1.18.4	The Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.	Comply	
1.18 Data Requirements	1.18.5	If the successor contract is awarded to another firm after the termination of the contract for any reason resulting from this RFP, the Contractor must develop and implement a Data Conversion Plan with the City or its designee.	Comply	
1.19 Integration Requirements	1.19.1	The City assumes and requires that the Contractor's solution, which may include one or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.	Comply	
1.19 Integration Requirements	1.19.2	The Contractor shall utilize open-source APIs that allow for current and future integration with third parties.	Comply	

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Section Description	RFP Requirement #	Requirement	Response	Comments (Optional)
1.19 Integration Requirements	1.19.3	The Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.	Comply	
1.19 Integration Requirements	1.19.4	The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.	Comply	
1.19 Integration Requirements	1.19.5	Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.	Comply	
1.19 Integration Requirements	1.19.6	Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.	Comply	
1.19 Integration Requirements	1.19.7	Batch data transfer may be considered for specific integrations at the sole discretion of the City.	Comply	
1.19 Integration Requirements	1.19.8	The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.	Comply	
1.19 Integration Requirements	1.19.9	The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.	Comply	
1.19 Integration Requirements	1.19.10	If two or more Contractors cannot agree on the methodology used for any integration, the City will select the method most advantageous for the City.	Comply	
1.19 Integration Requirements	1.19.11	The Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.	Comply	
1.20 Standard Integration	1.20.1	The pay stations shall integrate with:	Comply	
1.20 Standard Integration	1.20.2	License Plate Recognition System	Comply	The ParkMobile system has existing integrations with the leading LPR systems on the market including Genetec, Elsag/Leonardo, and Vigilant.
1.20 Standard Integration	1.20.3	Mobile or Text-to-Pay Payment System (to prevent meter feeding)	Comply	
1.22 Liquidated Damages	1.22.1	PSMS or Bank Card Processing Failure: Any failure of the PSMS or bank card processing solution provided by the Contractor that prevents the processing of bank cards and the collection of related revenue shall result in damages of $500 per 24 hour period. City shall provide Contractor with 12-hour notice to respond and repair the failure prior to being entitled to this liquidated damage.	Comply	We assume that both parties agree that the annual liquidated damages in any Contract Year (measured from the Contract effective date, or anniversary thereof, as applicable) shall be limited to 20% of the the amount paid or due to Contractor by the City during that Contract Year
1.22 Liquidated Damages	1.22.2	Systemic Hardware Issue: Any hardware failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have 10 calendar days to correct the hardware failure, up to and including specific component replacement, prior to the City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.	Comply	We assume that Contractor will have 10 calendar days to submit a remediation plan for correcting the hardware defect, which may include specific component replacement. The City shall review and approve Contractor's remediation plan, which approval shall not be unreasonably withheld. The City shall be entitled to this liquidated damage if the Contractor does not resolve the hardware defect in accordance with the remediation plan.
1.22 Liquidated Damages	1.22.3	Systemic Software Issue: Any software failure that affects 25% (or 40% if less than 10 pay station are installed) or more of the City's pay station fleet at one time which causes in the inability to collect any one type of monies or charge motorists the correct amount shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have one business day (24 hours) to correct the failure prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in correcting the failure.	Comply	We assume that Contractor will have up to 72h to correct the defect before the LD's apply
1.22 Liquidated Damages	1.22.4	PCI Data Security Failure: Failure of Contractor to maintain Payment Card Industry ("PCI") Data Security Standard Certification, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar day thereafter shall constitute a "subsequent assessment". On each additional twenty-eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.	Comply	
1.22 Liquidated Damages	1.22.5	Cash Reconciliation Accuracy: Any failure of the Contractor's solution that results in a 3% or greater variation between the actual collected funds versus the pay station/PSMS reported funds shall result in damages of $25 per 24-hour period per pay station. Upon City notice to the Contractor, Contractor will have seven business days to correct the failure, if determined that Contractor is at fault, prior to City being entitled to this liquidated damage. City will provide reasonable access and support to the Contractor in identifying and correcting the failure.	Comply	
1.22 Liquidated Damages	1.22.6	RMA Fulfillment: Any failure to process and ship an RMA or provide notification to the City with reasonable explanation for delay, within 14 days of the receipt of the shipment from the City shall result in damages of $100 per day until the return RMA shipment is received by the City. The first occurrence of this failure will result in a written warning by the City with no damages applied. Any subsequent failures will incur this liquated damage without notice being required by the City.	Comply	$100 LDs will apply per RMA and not per day per RMA.

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2 Mobile Parking Payment		Proposer:	ParkMobile, LLC	
Section Description	**RFP Requirement #**	**Requirement**	**Response**	**Comments (Optional)**
2.1 Customer Capabilities	2.1.1	The customer should be able to create/edit/update an account or register to use the MPPS. Registration items may include name, license plates, preferred payment method(s), and mobile phone number.	Comply	ParkMobile users can register via their email address or their existing Google or Apple account. While they are not required to enter their name, license plate, preferred payment method, and phone number are all standard user account fields.
2.1 Customer Capabilities	2.1.2	An account registration shall have the ability to support a minimum of four license plates for any user. The MPPS shall allow a plate to be registered on more than one account.	Comply	ParkMobile users can add up to five license plates per account. A license plate can be added to more than one ParkMobile account.
2.1 Customer Capabilities	2.1.3	The MPPS should allow customers to complete an online transaction as a guest and not require an application download or new account creation.	Comply	The ParkMobile web experience provides the ability to checkout as a guest for users who do not wish to create an account or download the app.
2.1 Customer Capabilities	2.1.4	Payment shall be allowed through multiple options, including voice, website (mobile responsive design), mobile SMS/texting, and smartphone application compatible with iOS and Android operating systems.	Comply	ParkMobile provides payment options via the ParkMobile app (for Android or iOS), responsive website, IVR phone call, text message, and QR code.
2.1 Customer Capabilities	2.1.5	The MPPS shall suggest a zone number to customers by using GPS within the customer's device (unless it would cause confusion because multiple zones may be within the GPS' margin of error) but allow for override in case customer is making a payment from another location.	Comply	The ParkMobile system suggests zone numbers according to GPS data and the user confirms the correct zone number as seen on signs and/or decals.
2.1 Customer Capabilities	2.1.6	The MPPS shall allow customers to pay for a specific period of parking time with a single call or action.	Comply	ParkMobile provides a simple method for customers to pay for parking.
2.1 Customer Capabilities	2.1.7	The MPPS shall provide a customer option to be informed via text, email, or application notification prior to the expiration of their parking session.	Comply	ParkMobile provides customizable notification settings, enabling users to opt in to text, email, or push alerts prior to the expiration of their parking session.
2.1 Customer Capabilities	2.1.8	The MPPS shall allow purchase of additional parking time (but not past the maximum time allowed for that specific parking space or zone).	Comply	The extend time feature is one of the most popular ParkMobile features and it allows users to purchase additional time before the expiration of their session. Users cannot extend their session if the maximum time limit has been reached.
2.1 Customer Capabilities	2.1.9	The MPPS shall be capable of providing a "lockout" period, restricting the customer from beginning another parking session in the same space or zone until after a specified period of time has passed.	Comply	ParkMobile supports the ability to lockout a user who has reached the maximum parking time from starting another session in the same space or zone.
2.1 Customer Capabilities	2.1.10	The MPPS shall not allow purchase when desired time includes restricted parking periods (i.e., space/zone closures, and temporary no parking zones).	Comply	ParkMobile does not allow users to purchase time during restricted parking periods (including space/zone closures or temporary no parking zones/hours).
2.1 Customer Capabilities	2.1.11	The MPPS shall allow customers to contact Contractor with complaints and for refund requests. Proposers shall describe the refund investigation/resolution process and indicate how City approval is solicited and how refunds are applied.	Comply	If ParkMobile is Merchant of Record, refund requests are handled via our Customer Care team who will apply the City's refund policy to to determine eligibility. If the City is Merchant of Record, refunds will be handled directly with the City.
2.1 Customer Capabilities	2.1.12	The MPPS must have a mobile responsive website that works on most older devices and that can be accessed by computer.	Comply	The ParkMobile web experience (located at parkmobile.io) is a responsive mobile design that is accessible via any major web browser, whether the user is on their mobile device or computer.
2.1 Customer Capabilities	2.1.13	Any convenience fee, established with the City for this implementation, must be clearly communicated to the customer, and Contractor must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.). All intended fees shall be disclosed in the Cost Proposal.	Comply	ParkMobile convenience fees are clearly communicated to the customer on the checkout screen. The convenience fee is listed separately from the parking fee before both are added together for the total. ParkMobile does have the ParkMobile Wallet which provides users a lower transaction fee. The ParkMobile Wallet is only available if ParkMobile is Merchant of Record.
2.2 Configuration Capabilities	2.2.1	The MPPS should be able to support different rate structures that are configurable by time of day, length of stay and day of the week. These may include dynamic and progressive rate structures for peak occupancy periods.	Comply	ParkMobile supports both simple and complex rate structures, including those with multiple rates that change depending on the time of day, day of the week, or special events.
2.2 Configuration Capabilities	2.2.2	The City shall have the ability to program rates independent of Contractor support with no additional costs associated with these changes.	Comply	The ParkMobile 360 Self Adminstration portal enables the City to make changes to its rates and policies without ParkMobile intervention. No additional cost is associated with ParkMobile 360.
2.2 Configuration Capabilities	2.2.3	The MPPS should be able to support the configuration of City parking rules such as City holidays, "no parking" times, notifications to groups of City customers based on various criteria, and alerts.	Comply	ParkMobile supports the ability to configure special parking rules such as holidays, no parking periods, custom in app messaging, and alerts.
2.2 Configuration Capabilities	2.2.4	The MPPS should allow different rule sets at different locations, as rates, operating hours, holidays, and ability to extend sessions may vary between locations.	Comply	ParkMobile supports the ability to set different rates and policies for different locations.
2.2 Configuration Capabilities	2.2.5	The MPPS should support prepayment timeframes.	Comply	ParkMobile supports prepayment timeframes.
2.2 Configuration Capabilities	2.2.6	The MPPS shall support automatic changes due to Daylight Savings Time and support any State/Federal changes to Daylight Savings Time.	Comply	ParkMobile supports automatic changes due to Daylight Savings Time and will adjust our system should their be any State/Federal changes changes to Daylight Savings.
2.2 Configuration Capabilities	2.2.7	The MPPS should be able to provide a validation program, that could include special events and merchant participation throughout the City or in specific zones, should the City choose to enable this service.	Comply	ParkMobile supports promo and validation codes for special events or merchant validation programs.
2.2 Configuration Capabilities	2.2.8	The MPPS should allow rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any System downtime.	Comply	The City can program or reprogram rates in ParkMobile 360 at anytime. There is no system downtime required for rate programming.
2.2 Configuration Capabilities	2.2.9	The MPPS should allow rates and schedules to be programmed prior to the effective date and time, to go into effect automatically at that date and time.	Comply	Rates programmed in ParkMobile 360 can be pushed out immediately or scheduled for later release. If scheduled for later release, those rates/policies will automatically go live at the specified date/time.
2.2 Configuration Capabilities	2.2.10	The MPPS shall conform to a zone and/or space numbering sequence as defined by the City. As the MPPS will be one component in the City's overall parking strategy, the City may require a specific numbering sequence be used by all components.	Comply	ParkMobile can support the numerical zone/space sequence of the City's preference.
2.2 Configuration Capabilities	2.2.11	Contractor shall provide integration with existing and future paid parking management and enforcement systems selected by the City at no additional cost. Additionally, Contractor shall provide integration, via APIs, with any management, inventory, or reporting systems as directed by City.	Comply	ParkMobile operates on an open API infrastructure and is integrated with over 100 industry providers across all technology types. We have a developer portal for any integrations not already in place. During project kickoff, we will meet with the City to determine all required integrations.
2.3 Warranty & Contract Support	2.3.1	Contractor shall provide a warranty on all software and system solutions for the contract term.	Comply	ParkMobile is a Software as a Service (SaaS) provider and it is provided as-is with no applicable warranty. We fully support our system at no cost for the life of the contract.
2.3 Warranty & Contract Support	2.3.2	Contractor shall provide ongoing technical support services through the term of the contract for regular operations and maintenance services, including a toll-free phone number and online help (Help Desk). Support services shall be available from 8am to 5pm Eastern Time Zone, seven days per week (excluding holidays).	Comply	ParkMobile will provide ongoing technical support services through the term of the contract, including a toll-free number for help desk support. The City will also have a dedicated Account Manager who will provide personalized support to City staff. Support is available during regular business hours (8am to 5pm ET), seven days a week.
2.3 Warranty & Contract Support	2.3.3	Contractor's Help Desk and related staff shall be located in the United States of America.	Comply	ParkMobile provides support out of our headquarters in Atlanta, GA.
2.3 Warranty & Contract Support	2.3.4	Contractor shall provide 24 hours per day, 7 days per week monitoring and services for outages or issues that impact the entire system.	Comply	ParkMobile provides 24/7 monitoring of our services to ensure continued service and quick resolution of any issues. We also have a Status Page at status.parkmobile.com where you can monitor the status of all ParkMobile systems. You can also subscribe to be automatically notified in the event of any events.
2.3 Warranty & Contract Support	2.3.5	Any requests for support that cannot be handled immediately by the Help Desk shall be acknowledged by the Contractor within one business day and updated on a regular basis.	Comply	ParkMobile acknowledges this requirement and will acknowledge any support requests within one business day and provide daily status updates.
2.3 Warranty & Contract Support	2.3.6	Contractor shall utilize a ticket tracking system to open, track and close support requests from the City.	Comply	ParkMobile utilizes the leading cloud-based customer service software, Zendesk, for ticket tracking.
2.3 Warranty & Contract Support	2.3.7	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.	Comply	All of ParkMobile's support services and updates are completed remotely since our solution is a Software as a Service (SaaS) solution and no on-site infrastructure is required.

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2.3 Warranty & Contract Support	2.3.8	Contractor shall provide regular and ongoing technical bulletins that identify product notifications, technology updates, lessons learned, and/or system performance that details issues, changes, improvements and upgrades.	Comply	The City's Account Manager at ParkMobile will meet with City staff on a regular basis according to the City's preference (ie. quarterly, bi-annually, etc.). During this meeting, the Account Manager will present KPIs and system performance metrics to the City for review. At this meeting the Account Manager will also listen to the City's input on areas that you may think need improvement or areas of concern. Any major updates to the ParkMobile system will be detailed during these meetings to ensure City staff is current on the state of the system.
2.4 Project Management	2.4.1	Contractor shall assign a Project Manager for the duration of the planning, implementation, delivery and installation portion of the contract who will be responsible for, including but not limited to: - Project oversight and delivery of the system. - Being a single point of contact for the City and providing for the management, implementation, and on-going trouble shooting of the System during its installation. - Coordinating efforts with the City and any subcontractors. - Being available as required for onsite work and otherwise available to the City during regular business hours via email, phone or video conference to respond to City needs, questions and or issues. - Developing and maintaining, in consultation with the City, a detailed implementation and project plan for the System.	Comply	Garett Snook, who has led every ParkMobile implementation since 2010 will serve as the Project Manager for the duration of the planning, implementation, delivery, and installation portion of the project. He and the ParkMobile implementation team will coordinate all the deliverables listed in this requirement to ensure a successful system launch in Royal Oak.
2.4 Project Management	2.4.2	Contractor's Project Manager shall be experienced in the Contractor's products and parking operations, able to provide guidance and suggestions to the City on best practices.	Comply	As stated above, Garett Snook has led every ParkMobile implementation since 2010 and knows ParkMobile better than anyone. He will apply the best practices learned through the hundreds of implementations he has been a part of to ensure success.
2.4 Project Management	2.4.3	Contractor shall provide a design review process for customizable and configurable portions of the solution. The City shall sign off on the design review documentation before production of these items.	Comply	ParkMobile will work with the City on deliverables such as the Zone and Rate worksheet, which requires the City's customization and input for its desired zone, rates, and policies. If the City wants a customized web experience, we will also work on those details with the relevant City staff.
2.4 Project Management	2.4.4	Contractor shall test all hardware, software and systems prior to delivery to the City.	Comply	ParkMobile conducts user acceptance testing before the system goes live in the City.
2.4 Project Management	2.4.5	Contractor shall develop a training plan for review and approval by the City.	Comply	ParkMobile will put together a training plan and seek approval from the City to ensure it meets its expectations.
2.5 Training	2.5.1	Contractor shall provide a training plan that includes, but is not limited to, installation, troubleshooting, repairs, preventative maintenance, revenue reconciliation, and reporting. The training plan shall include: - Types of training course with a target audience - Description of course - Method of training (video conference, in person, etc) - Prerequisites for the training course	Comply	ParkMobile conducts a full training plan to ensure staff know how to set/edit rates and policies, run reports, enforce the system, etc. before the system goes live in Royal Oak. ParkMobile typically conducts our training remotely, however, in person training is available if desired. We have provided a sample training plan in our Response to Questions document.
2.5 Training	2.5.2	Contractor training must include, at a minimum, the following City personnel: operations, maintenance, customer support, administration, and finance.	Comply	Since ParkMobile training is typically conducted remotely, the City is not limited on the number of staff who can attend each session so the City can determine who on their staff should attend. ParkMobile will ensure that all relevant training sessions for each City user group is provided.
2.5 Training	2.5.3	Training will occur in person or via video conference as is most appropriate for the topic. At a minimum, Contractor will provide at least two days of onsite/in person training for operations and maintenance.	Comply	ParkMobile does not require City staff to conduct maintenance on our solution as this is conducted by ParkMobile staff. If the City prefers in person training of the ParkMobile system, we can conduct it during the same period of time that in person training is conducted for the pay station equipment.
2.5 Training	2.5.4	Training will be provided by qualified experts from the Contractor.	Comply	ParkMobile training is conducted by Garett Snook or other ParkMobile expert(s) on our Implementations Team.
2.5 Training	2.5.5	The City may request additional training sessions at reasonable intervals and lengths via video conference for no extra cost for the contract term.	Comply	ParkMobile is committed to providing on-going training, as needed, especially if new functionality is introduced. The City's staff will also have 24/7 access to our Training Hub which contain videos led by our most seasoned staff.
2.5 Training	2.5.6	The City may request additional training sessions in person. The Contractor will provide a quote for services within one week, and perform that training within four weeks, of the City's request.	Comply	ParkMobile understands this requirement and will work with the City on additional training needs.
2.5 Training	2.5.7	Contractor will provide necessary training to the City for any new, upgraded or additional functionality provided during the term of the contract.	Comply	ParkMobile will provided additional training for any new, upgraded, or additional functionality provided during the term of the contract.
2.5 Training	2.5.8	Contractor shall supply, and keep current, digital copies of all operating, training, maintenance, repair and user's manuals, which include detailed instructions for pay station and system usage.	Comply	All ParkMobile training materials are available 24/7 via our Training Hub.
2.6 System and Security Requirements	2.6.1	The Contractor shall provide secure hosting and support for all functions, ensuring availability through the Internet for all devices, including desktop and mobile computers, phones, tablets, and other wireless devices. The City shall not be required to install or maintain software on servers owned or managed by the City.	Comply	ParkMobile is a cloud-based solution and our ParkMobile 360 Self Adminstration Portal and Client Analytics tools are available via website.
2.6 System and Security Requirements	2.6.2	Computers that access the System shall not require special software packages or "client" software. Any computer shall access the System through a standard web browser without plug-ins or other components.	Comply	ParkMobile is a cloud-based solution and our ParkMobile 360 Self Adminstration Portal and Client Analytics tools are available via website.
2.6 System and Security Requirements	2.6.3	The Contractor shall be responsible for taking every precaution to ensure the reliability of all systems, files, data, equipment, communications, and facilities.	Comply	ParkMobile guarantees an uptime of 99.9% and routinely exceeds it.
2.6 System and Security Requirements	2.6.4	The Contractor shall be responsible for virus detection, prevention, control, and eradication for all System servers and connected devices.	Comply	ParkMobile utilizes Amazon Web Services (AWS) US region data centers which feature best-in-class security features. ParkMobile also employs a wide range of security features, including virus detection web monitoring, etc. to ensure stability and maximum security. We have provided more information in our Responses to Questions document.
2.6 System and Security Requirements	2.6.5	The Contractor shall have security features designed to protect the security and confidentiality of all information contained in the System database. The Contractor's security for the System and all connections thereto shall conform to current industry best practices.	Comply	ParkMobile is PCI-DSS 4.0 compliant and is audited annually for continued compliance.
2.6 System and Security Requirements	2.6.6	The Contractor is expressly forbidden from selling, leasing, distributing, publishing, or otherwise sharing any personal information collected from the City, including, but not limited to, transaction history, address, email address, phone number, and credit card information. Notwithstanding the preceding restrictions, The Contractor shall be permitted to use such information to enable the services provided to the City as part of this agreement. At the City's sole discretion, the City may direct the Contractor to share data securely with City-appointed parties.	Comply	ParkMobile understands this requirement. Since we are an open loop provider and users are not tied to a single client, user and resultant data remain the property of ParkMobile, however, we will apply these requirements to data solely owned by the City. ParkMobile's Privacy Policy must be acknowledged by users during account creation and is available for review 24/7. ParkMobile does not sell user information.
2.6 System and Security Requirements	2.6.7	All information security incidents shall be reported immediately to the City. Security incidents include theft, loss, damage, or compromise to information systems and data, known vulnerabilities and exploits, website defacement or compromise, successful malware attacks, denial of services, and other security events as defined by the City's Information Security Officer.	Comply	ParkMobile understands this requirement.

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2.6 System and Security Requirements	2.6.8	The Contractor shall establish and maintain data storage, retention, and archive procedures to maintain System performance.	Comply	ParkMobile is committed to properly managing records to retain those with current or future value and to destroy records that do not have such value properly.
2.6 System and Security Requirements	2.6.9	The System shall provide full system backup and recovery capabilities. The Contractor shall maintain the database, including backup and recovery procedures. The Contractor shall make sufficient backups to ensure that no data is lost in any circumstances.	Comply	ParkMobile has extensive data backup and recovery procedures, including utilizes multiple AWS region data centers for redundancy.
2.6 System and Security Requirements	2.6.10	System uptime is critical. The Contractor will maintain a 99.5% or greater uptime annually for the system as a whole, including any essential subsystems in solution operation.	Comply	ParkMobile guarantees an uptime of 99.9% and routinely exceeds it.
2.6 System and Security Requirements	2.6.11	Uptime will exclude scheduled maintenance. The Contractor will notify the City of any scheduled downtime at least seven days in advance. Scheduled maintenance shall be coordinated to have the least negligible impact on City operations.	Comply	ParkMobile will communicate schedule downtime for maintenance with City staff. Maintenance is scheduled during non-peak parking hours (ie. 2am) to reduce customer and client impact.
2.7 PCI Compliance	2.7.1	The Contractor's solution shall be compliant with Payment Card Industry Data Security Standard Level 1, the latest version, at the time of contract execution, as required.	Comply	ParkMobile is compliant with PCI-DSS 4.0 requirements and is audited annually for continued compliance.
2.7 PCI Compliance	2.7.2	As the PCI Data Security Standard evolves, the Contractor shall be responsible for maintaining compliance with that standard at the Contractor's sole expense.	Comply	ParkMobile is audited annually for continued compliance and can provided updated documentation by request.
2.7 PCI Compliance	2.7.3	Proposers shall provide an Attestation of Compliance (AoC) as a declaration of compliance status with PCI DSS.	Comply	We have provided our latest Attestation of Compliance as part of our response to this RFP.
2.8 Data Requirements	2.8.1	The City shall be the exclusive owner of all data and rights to the data generated from the Systems, regardless of whether the data is direct, derived, calculated, or modeled.	Comply	As stated above, ParkMobile is an open loop service provider so users are not associated with a single client. All user and resultant data remain the sole property of ParkMobile. Any data solely owned by the City remains the City's sole property.
2.8 Data Requirements	2.8.2	The Contractor shall store or archive (with the City's approval) all transaction data generated during the term of the Agreement and retain it for at least five years after its termination.	Comply	ParkMobile will make available all transaction data for five years past contract expiration unless otherwise negotiated by both parties.
2.8 Data Requirements	2.8.3	The Contractor shall deliver copies of all System data upon request of the City or its designee and upon the termination of the Agreement in a format mutually agreed upon by both parties.	Comply	ParkMobile understands this requirement.
2.8 Data Requirements	2.8.4	The Contractor shall be responsible for providing transaction data in a format that is readable by the City using commonly available commercial off-the-shelf software.	Comply	ParkMobile understands this requirement.
2.8 Data Requirements	2.8.5	If the successor contract is awarded to another firm after the termination of the contract for any reason resulting from this RFP, the Contractor must develop and implement a Data Conversion Plan with the City or its designee.	Comply	ParkMobile understands this requirement and will work with the City and any successor on a data conversion plan.
2.9 Integration Requirements	2.9.1	The City assumes and requires that the Contractor's solution, which may include one or more systems and/or third-party systems, will be integrated by the time of contract execution as would be necessary to meet the requirements for their specific service.	Comply	ParkMobile will ensure that we are integrated with all system partners before full system go live.
2.9 Integration Requirements	2.9.2	The Contractor shall utilize open-source APIs that allow for current and future integration with third parties.	Comply	ParkMobile operates on an open API infrastructure and is integrated with over 100 industry providers across all technology types. We have a developer portal for any integrations not already in place.
2.9 Integration Requirements	2.9.3	The Contractor shall provide real-time integration with the City's current, new, and future parking technology and data management contractors, including, but not limited to, citation issuance/enforcement handhelds, LPR, and mobile payment. These types of integrations are considered standard in the industry.	Comply	ParkMobile understands this requirement. ParkMobile operates on an open API infrastructure and is integrated with over 100 industry providers across all technology types. We have a developer portal for any integrations not already in place.
2.9 Integration Requirements	2.9.4	The City recognizes that standard integrations have a certain amount of latency between systems. However, timely data exchanges are required for efficient and accurate parking operations. The latency between any two systems shall not exceed an average of 90 seconds for every 100 consecutive transactions. The latency measurement shall be defined as when a data request is made or data is sent and when the data is delivered and viewable to any end user.	Comply	ParkMobile understands this requirement.
2.9 Integration Requirements	2.9.5	Should latency be observed in excess of 90 seconds, the Contractor will work with the City to measure the latency, identify the point of default, and correct the default.	Comply	ParkMobile understands this requirement and will work with the City and integration partner to improve latency should it be determined that it exceeds 90 seconds.
2.9 Integration Requirements	2.9.6	Custom integration, being nonstandard and not identified in this RFP, may be considered in the future by the City. The Contractor agrees to provide the necessary development to achieve a custom integration for a mutually agreed cost and schedule to be memorialized in an amendment to the resulting contract from this RFP.	Comply	ParkMobile understands this agreement and will work with the City to determine the feasibility of any required integration. We will integrate with other vendors when possible and utilize our developer portal for new integrations.
2.9 Integration Requirements	2.9.7	Batch data transfer may be considered for specific integrations at the sole discretion of the City.	Comply	ParkMobile understands this requirement.
2.9 Integration Requirements	2.9.8	The Contractor shall provide all necessary parking-related data in a format compatible with standard industry integrations. If the data formats of the City Contractors do not match, the City may require either Contractor to make reasonable changes to their format at no additional cost to the City.	Comply	ParkMobile will work with system partners to ensure seamless integration.
2.9 Integration Requirements	2.9.9	The Contractor shall operate in good faith with the City and the City's designated Contractors to implement, troubleshoot, and complete necessary integration as defined by the City.	Comply	ParkMobile understands this requirement and will coordinate with the City and system partners to ensure success.
2.9 Integration Requirements	2.9.10	If two or more Contractors cannot agree on the methodology used for any integration, the City will select the method most advantageous for the City.	Comply	ParkMobile understands this requirement.
2.9 Integration Requirements	2.9.11	The Contractor shall be able to transfer daily batch reports (flat file) with City defined data fields to a City defined location or system.	Comply	ParkMobile understands this requirement.
2.10 Standard Integration	2.10.1	The system shall integrate with: - License Plate Recognition System - Pay stations (to prevent meter feeding)	Future Release	ParkMobile integrates with major LPR providers and seamlessly integrates with WebOffice. We anticipate the ability to prevent meter feeding between the ParkMobile app and CWT pay stations later this year.
2.12 Liquidated Damages	2.12.1	Failure of MPPS. A failure of the MPPS that results in either no payment transactions being accepted, accepting payment when parking is not charged or is not allowed, or application of the wrong rates shall result in damages of $200.00 per day (each 24-hour period) per each affected payment zone. City shall provide Contractor with 24 hours' notice to respond and cure prior to being entitled to liquidated damages.	Cannot Meet	We will negotiate agreeable terms for both parties during contract negotiations.

2.12 Liquidated Damages	2.12.2	PCI Data Security Failure. Failure of Contractor to maintain Payment Card Industry ("PCI") Data Security Standard Certification, defined as an information security standard of organizations that handle branded credit cards from the card schemes, shall result in damages of $10,000 on the twenty-eight (28th) calendar day following non-compliance ("first assessment"). The twenty-eighth (28th) calendar day following the first assessment and every twenty-eight (28) calendar days thereafter shall constitute a "subsequent assessment". On each additional twenty- eighth (28th) calendar day following the first assessment and any subsequent assessments, the City shall be entitled to liquidated damages of $25,000 until the failure is cured. Damages during subsequent assessments shall be prorated by day.	Cannot Meet	We will negotiate agreeable terms for both parties during contract negotiations.
2.12 Liquidated Damages	2.12.3	Accuracy. The City will issue a written warning to Contractor if the MPPS fails to maintain 99% accuracy in the City's audit of daily revenue as a result of a system error. The Contractor shall cure each failure within seven (7) days after receipt of the warning. If any failure is not cured within seven (7) days, the Contractor shall be subject to damages of $200 per day until the failure is cured.	Cannot Meet	We will negotiate agreeable terms for both parties during contract negotiations.
2.12 Liquidated Damages	2.12.4	Response Time. The City will issue a written warning to Contractor if Contractor's staff does not respond to support requests or inquiries from the City within the timelines established in the Scope of Services. City will assess liquidated damages of $100 per occurrence, after the second time the City has provided written warning to Contractor.	Cannot Meet	We will negotiate agreeable terms for both parties during contract negotiations.

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Sent by email to MattM@romi.gov

May 20, 2025

Matthew Murray
Parking Systems Manager
Royal Oak Police Department
450 E. 11 Mile Rd.
Royal Oak, MI 48067

Dear Mr. Murray

Re. Royal Oak RFP for Paid Parking - Request for BAFO pricing

Thank you for the opportunity to submit our Best and Final Offer (BAFO) pricing for the Royal Oak Paid Parking RFP.

Following our presentation and subsequent discussions with the City, we have refined our cost budget and are pleased to offer improved pricing compared to our initial proposal.

We are confident that our solution provides the best value and meets the City's current and future needs. We are eager to serve the City for many years and are prepared to begin work immediately upon full execution of a contract.

The revised price sheet is attached to this letter. In addition, we have sent a copy of the price sheet as a separate Excel file for your convenience.

Also, your request for BAFO pricing included several questions. Our responses are below:

Provide details on how the City can change rates or screens on the pay station without vendor support?

Rates are configured (created and/or modified) using the WebOffice Terminal Administration function. In order to accommodate the extensive range of tariffs and screens used by our customers all around the world, scripts are used to define rates and screens.

Typically, these scripts are created or modified via a Help Desk request since most of our customers do not make changes often enough to maintain proficiency in script editing. However, often, our customers ask us to create a library of scripts that covers different rates, screen flows, etc. that they can then load and activate using Web Office. This is the approach we are proposing for Royal Oak.

That said, we do have customers such as the City of Minneapolis who create and modify their own configuration scripts. We can provide Royal Oak with the required access rights to Web Office so the City can do the same as Minneapolis should you wish to do so.

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What, if any, is the cost of having the vendor make changes to the hours of operation, rates, time limits, etc., on behalf of the City?

There is no additional cost to have ParkMobile make such changes. Help Desk services are included with the Pay Station Fee.

What is the per-unit cost if the City elected to have the audio option on the pay stations?

The pay stations come with an audio board and the speaker is a factory installed option at no additional cost.

Thank you for your consideration and interest in our proposal to Royal Oak Paid Parking RFP. We understand the importance of this initiative for the City and are confident that our comprehensive and innovative parking solutions make us an ideal partner. We have a proven track record of success in similar municipalities and are committed to providing a seamless, user-friendly experience for both residents and visitors. Following a comprehensive review of our Best and Final Offer (BAFO), we are hopeful that you will recognize the value, advantages, and our firm commitment to a long-term partnership with the City for this vital contract.

Should you have any questions, please do not hesitate to contact John Evans, Regional Sales Director, via email at john.evans@parkmobile.io or phone at (708) 466-0009.

Sincerely,

David Holler

David Holler
Vice President, Sales

Proposer: ParkMobile LLC
Instructions
For submittal, save and submit the Fee Proposal document as an Excel file.
Proposers shall complete cells highlighted in yellow for each tab.
All prices should be in US dollars.
Specified quantities are for pricing comparisons only and are not a commitment or guarantee of the City.
Proposals must be for a fixed price solution.
All costs for every component referred to in the Proposal, including options, must be included.
Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
Should the Proposer have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Proposer shall be required to provide the same at the Proposer's own expense.
All fees to support the System as described in the RFP must be included within the provided categories on this tab. Any additional fees to meet the scope of work as provided in the RFP and TCM must be rolled up by the Proposer into one of the designated categories on the pricing workbook. Additional lines, columns, and entries to this tab are not permitted and will disqualify the entirety of the Proposal submitted.
Proposers shall describe any value add, optional services or enhanced services and features that are available to the City currently or in the near future in the designated tab "OptionalEnhancedServices". This section is not to be used to itemize any costs or fees for services required in the Scope of Services in the RFP. All Proposer costs and fees required to meet the Scope of Services MUST be provided in the associated categories.

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Pay by Plate Pay Stations	Proposer:	ParkMobile LLC

All fees to support the pay-by-plate pay stations as indicated in the RFP must be included in the below catagories.

Item	Model Name or Number	Per Unit Price	Per Unit (up to 10 units)	Per Unit (up to 25 units)	Per Unit (up to 50 units)	Per Unit (up to 75 units)	Per Unit (up to 100 units)
New Pay Station, with alphanumeric keyboard, solar power, EMV compliant, including one year warranty	CWT S4+	$ 5,545.00	$ 5,545.00	$ 5,545.00	$ 5,520.00	$ 5,495.00	$ 5,420.00
BAFO: New Pay Station, with alphanumeric keyboard, solar power, one coin box, EMV compliant, including one year warranty	CWT S4+	**$ 5,526.00**	**$ 5,526.00**	**$ 5,526.00**	**$ 5,501.00**	**$ 5,476.00**	**$ 5,401.00**
Bill Note Acceptor (BNA) - Per Unit	BNA	$ 2,750.00	$ 2,500.00	$ 2,350.00	$ 2,250.00	$ 2,150.00	$ 1,999.00
BAFO: Bill Note Acceptor (BNA) - Per Unit	BNA	$ 2,250.00	$ 2,248.00	$ 2,235.00	$ 2,230.00	$ 2,140.00	$ 1,989.00
NFC Card Reader (Contactless Payment) - Per Unit	A1000	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
BAFO: NFC Card Reader (Contactless Payment) - Per Unit	A1000	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00
Coin box - Per Unit	Coin Box	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00
BAFO: Coin box - Per Unit (one coinbox included, price is for additional boxes)	Coin Box	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00
AC Powered - Per Unit	AC-kit	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
BAFO: AC Powered - Per Unit	AC-kit	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Shipping - Per Unit	Shipping	$ 295.00	$ 200.00	$ 150.00	$ 75.00	$ 1.00	$ 1.00
BAFO: Shipping - Per Unit	Shipping	$ 195.00	$ 185.00	$ 150.00	$ 75.00	$ 1.00	$ 1.00

Installation	Per Unit Price	Per Unit (up to 10 units)	Per Unit (up to 25 units)	Per Unit (up to 50 units)	Per Unit (up to 75 units)	Per Unit (up to 100 units)
Installation - Per Unit	$ 287.50	$ 250.00	$ 225.00	$ 200.00	$ 200.00	$ 200.00
BAFO: Installation - Per Unit	$ 199.98	$ 199.98	$ 199.98	$ 199.98	$ 199.98	$ 199.98

System Fees	Quantity of Measurement (e.g., per pay station unit, per transaction, per client)	Unit of Measurement (e.g., one-time, annually, per month)	Per Unit Price	Per Unit (up to 10 units)	Per Unit (up to 25 units)	Per Unit (up to 50 units)	Per Unit (up to 75 units)	Per Unit (up to 100 units)
Pay Station Fee (including software, communications, management system)	per pay station	annually	$ 660.00	$ 660.00	$ 660.00	$ 660.00	$ 660.00	$ 660.00
BAFO: Pay Station Fee (including software, communications, management system)	per pay station	annually	$ 624.00	$ 624.00	$ 624.00	$ 624.00	$ 624.00	$ 624.00
Credit Card Processing / PCI Gateway Fee (per transaction or per pay station)	per pay station	annually	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00
BAFO: Credit Card Processing / PCI Gateway Fee (per transaction or per pay station)	per pay station	annually	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00
Additional charge, if any, for downloading parameters to pay stations/to set up rate structure, etc.	-	-	$ -	$ -	$ -	$ -	$ -	$ -
BAFO: Additional charge, if any, for downloading parameters to pay stations/to set up rate structure, etc.	-	-	$ -	$ -	$ -	$ -	$ -	$ -

Extended Warranty	station unit, per transaction, per client)	time, annually, per month)	Per Unit Price	Per Unit (up to 10 units)	Per Unit (up to 25 units)	Per Unit (up to 50 units)	Per Unit (up to 75 units)	Per Unit (up to 100 units)
Extended Warranty (up to an additional 4 years)	per pay station	annually	$ 353.28	$ 353.28	$ 353.28	$ 353.28	$ 353.28	$ 353.28
BAFO: Extended Warranty (up to an additional 4 years)	per pay station	annually	$ 328.28	$ 328.28	$ 328.28	$ 328.28	$ 328.28	$ 328.28

List Other Costs Required to Meet the Requirements of the RFP*	station unit, per transaction, per client)	time, annually, per month)	Per Unit Price	Per Unit (up to 10 units)	Per Unit (up to 25 units)	Per Unit (up to 50 units)	Per Unit (up to 75 units)	Per Unit (up to 100 units)
Validation/Discount codes solution	per pay station	per month	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00	$ 5.00
BAFO: Validation/Discount codes solution	per pay station	per month	$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 3.00
Receipt by Text	per transaction	-	$ 0.05	$ 0.05	$ 0.05	$ 0.05	$ 0.05	$ 0.05
BAFO: Receipt by Text	per transaction	-	$ 0.04	$ 0.04	$ 0.04	$ 0.04	$ 0.04	$ 0.04
Extend by Text	per transaction	-	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35	$ 0.35
BAFO: Extend by Text	per transaction	-	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25
Maintenance Ticket Tracking System via Zendesk (up to 5 users)	per client	per month	$ 875.00	$ 875.00	$ 875.00	$ 875.00	$ 875.00	$ 875.00
BAFO: Maintenance Ticket Tracking System via Zendesk (up to 5 users)	per client	per month	$ 875.00	$ 875.00	$ 875.00	$ 875.00	$ 875.00	$ 875.00

NOT include any optional or enhanced services.

Please indicate payment terms: Prompt Payment Discount 0% 30 days (not less than 30 days); Net 30 days (not less than 30 days). Pricing proposal shall not reflect any such discounts.

Proposer Name: ParkMobile LLC

Authorized Signature: David Holler

Printed Name: David Holler

Date: May 19, 2025

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2 Mobile Parking Payment System **Proposer:** ParkMobile LLC

All fees to support the mobile parking payment system as indicated in the RFP must be included in the below catagories.

Item	Quantity of Measurement (e.g., per LPR unit, per system, per client)	Unit of Measurement (e.g., one-time, annually, per month)	Cost	
Mobile Payment Transaction Fee	per transaction	per transaction	$ 0.40	Note: Transaction Fees can be passed to the end user
BAFO: Mobile Payment Transaction Fee	per transaction	per transaction	$ 0.35	if using the wallet, the fee is $0.20
Transaction Fee for extending time (if yes, include)	per transaction	per transaction	$ 0.40	Note: Time extension acts as another separate transaction
BAFO: Transaction Fee for extending time (if yes, include)	per transaction	per transaction	$ 0.35	if using the wallet, the fee is $0.20
End User Support	Included	N/A	$ -	
Hosting Fee	Included	N/A	$ -	

List Other Costs Required to Meet the Requirements of the RFP*	Quantity of Measurement (e.g., per pay station unit, per transaction, per client)	Unit of Measurement (e.g., one-time, annually, per month)	Cost	
ParkMobile MOR Fees for CC Processing (if Client wishes ParkMobile to be MOR)	per transaction	per transaction	3% + $0.20	Note: CC Processing Fees can be passed to the end user or netted out of the City's parking rate
BAFO: ParkMobile MOR Fees for CC Processing (if Client wishes ParkMobile to be MOR)	per transaction	per transaction	3% + $0.20	
Signage/Decals (for all locations)	Included	N/A	$ -	
Setup and Implementation	Included	N/A	$ -	
Training	Included	N/A	$ -	
Call Center, Customer Support Hosting and Maintenance	Included	N/A	$ -	
Social Media, PR, standard marketing and advertising for program launch	Included	N/A	$ -	
Integrations with meters, kiosks, PARCS, enforcement and LPR vendors	Included	N/A	$ -	
ParkMobile 360 Self-Admin Toolset for reporting and rate configuration	Included	N/A	$ -	
ParkMobile Wallet Transaction Fee (only available when ParkMobile is MOR)	per transaction	per transaction	$0.25	
BAFO: ParkMobile Wallet Transaction Fee (available when ParkMobile is MOR for wallet payment; City can remain MOR for credit card payment)	per transaction	per transaction	$ 0.20	

**This section is ONLY for items required to meet the Scope of Work. Do NOT include any optional or enhanced services.*

Please indicate payment terms: Prompt Payment Discount N/A% N/A days (not less than 30 days); Net N/A days (not less than 30 days). Pricing proposal shall not reflect any such discounts.

Proposer Name: ParkMobile LLC

Authorized Signature: David Holler

Printed Name: David Holler

Date: May 19, 2025

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Optional or Enhanced Services **Proposer:** ParkMobile LLC

Use the below sections to highlight any optional, enhanced, or value-add services available to the City. All pricing required to meet the requirements of the RFP must be identified in their associated tabs/sections.

Pay By Plate Pay Stations

Description	Qty/Unit of Measure (ex. Monthly, annual, per transaction… etc.)	Unit Price	Currently Available or Date of Availability
Flowbird Permit Setup Fee	One Time	$ 3,000.00	Currently Available
Flowbird Permit Convenience Fee	per transaction	$ 3.00	Currently Available
Flowbird Contractor Permit Solution Setup Fee (integration fees may also app	One Time	$ 5,000.00	Currently Available
Flowbird Contractor Permit License Fee	per pay station	$ 6.50	Currently Available

Mobile Parking Payment System

Description	Qty/Unit of Measure (ex. Monthly, annual, per transaction… etc.)	Unit Price	Currently Available or Date of Availability
Insights Platform (Parking Occupancy and Inventory) - If ParkMobile is chosen as MPP provider from this RFP, we will include the Insights platform at no additional cost to the city.**	Included	$ -	Currently Available
**Insights is typically an annual cost of around $50,000/year			

Please indicate payment terms: Prompt Payment Discount 0% 30 days (not less than 30 days); Net 30days (not less than 30 days). Pricing proposal shall not reflect any such discounts.

Proposer Name: ParkMobile LLC

Authorized Signature: David Holler

Printed Name: David Holler

Date: May 19, 2025

Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

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PCI Security Standards Council®

Payment Card Industry
Data Security Standard

Entity Name:	**ParkMobile, LLC.**
Scope Name:	**ParkMobile Electronic Parking Solutions (EPS)**
Assessment End Date:	**December 17, 2024**
Date of Report:	**December 20, 2024**

ParkMobile™
PART OF EASYPARK GROUP

Attestation of Compliance for Report on Compliance – Service Providers

Version 4.0

Revision 2

Publication Date: August 2023

Document Ref: ZXHDM-VYAUA-K5D3C-HDLEF

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Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance (AOC) must be completed as a declaration of the results of the service provider's assessment against the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Testing Procedures (*"Assessment"). Complete all sections. The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the entity(ies) to which this AOC will be submitted for reporting and submission procedures.

This AOC reflects the results documented in an associated Report on Compliance (ROC). Associated ROC sections are noted in each AOC Part/Section below.

Capitalized terms used but not otherwise defined in this document have the meanings set forth in the PCI DSS Report on Compliance Template.

Part 1. Contact Information	
Part 1a. Assessed Entity (ROC Section 1.1)	
Company name:	ParkMobile, LLC.
DBA (doing business as):	Not Applicable
Company mailing address:	1100 Spring Street NW, Suite 200 Atalanta GA, 30309
Company main website:	https://ParkMobile.io
Company contact name:	Justin Clifford
Company contact title:	Head of FP&A and Finance US
Contact phone number:	404-680-0627
Contact e-mail address:	justin.clifford@easypark.net
Part 1b. Assessor (ROC Section 1.1)	
Provide the following information for all assessors involved in the Assessment. If there was no assessor for a given assessor type, enter Not Applicable.	
PCI SSC Internal Security Assessor(s)	
ISA name(s):	Not Applicable
Qualified Security Assessor	
Company name:	Aprio, LLP.
Company mailing address:	2002 Summit Boulevard, Suite 120 Atlanta, GA 30319 – 1498
Company website:	aprio.com
Lead Assessor name:	Christopher Wright
Assessor phone number:	404-984-3600

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Assessor e-mail address:	Christopher.Wright@Aprio.com
Assessor certificate number:	206-311

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the Assessment (select all that apply):

Name of service(s) assessed:	ParkMobile Electronic Parking Solutions (EPS)

Type of service(s) assessed:

Hosting Provider:	**Managed Services:**	**Payment Processing:**
☒ Applications / software	☐ Systems security services	☐ POI / card present
☐ Hardware	☐ IT support	☒ Internet / e-commerce
☐ Infrastructure / Network	☐ Physical security	☒ MOTO / Call Center
☐ Physical space (co-location)	☐ Terminal Management System	☐ ATM
☐ Storage	☐ Other services (specify):	☐ Other processing (specify):
☐ Web-hosting services	Not Applicable	Not Applicable
☐ Security services		
☐ 3-D Secure Hosting Provider		
☐ Multi-Tenant Service Provider		
☐ Other Hosting (specify):		
Not Applicable		
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify): Not Applicable		

Note: *These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If these categories do not apply to the assessed service, complete "Others." If it is not clear whether a category could apply to the assessed service, consult with the entity(ies) to which this AOC will be submitted.*

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Part 2. Executive Summary *(continued)*

Part 2a. Scope Verification *(continued)*

Services that are provided by the service provider but were NOT INCLUDED in the scope of the Assessment (select all that apply):

Name of service(s) not assessed:	None – Any services not explicitly listed as in-scope	
Type of service(s) not assessed:		
Hosting Provider: ☐ Applications / software ☐ Hardware ☐ Infrastructure / Network ☐ Physical space (co-location) ☐ Storage ☐ Web-hosting services ☐ Security services ☐ 3-D Secure Hosting Provider ☐ Multi-Tenant Service Provider ☐ Other Hosting (specify): Not Applicable	**Managed Services:** ☐ Systems security services ☐ IT support ☐ Physical security ☐ Terminal Management System ☐ Other services (specify): Not Applicable	**Payment Processing:** ☐ POI / card present ☐ Internet / e-commerce ☐ MOTO / Call Center ☐ ATM ☐ Other processing (specify): Not Applicable
☐ Account Management	☐ Fraud and Chargeback	☐ Payment Gateway/Switch
☐ Back-Office Services	☐ Issuer Processing	☐ Prepaid Services
☐ Billing Management	☐ Loyalty Programs	☐ Records Management
☐ Clearing and Settlement	☐ Merchant Services	☐ Tax/Government Payments
☐ Network Provider		
☐ Others (specify): Not Applicable		
Provide a brief explanation why any checked services were not included in the Assessment:	«Provide a brief explanation why any checked services were not included in the Assessment»	

Part 2b. Description of Role with Payment Cards (ROC Section 2.1)

Describe how the business stores, processes, and/or transmits account data.	ParkMobile stores, processes, and/or transmits account data via the following methods: **Transmission:** ParkMobile accepts payment cards via the ParkMobile payment applications to purchase temporary parking spaces. Cardholder data (CHD) is transmitted to Chase

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	Paymentech to facilitate payment on behalf of its customers via e-commerce. **Storage:** For Reservations and Phonixx, Card Holder Data (CHD) is not stored in any ParkMobile database. ParkMobile does not store the full PAN; it only stores the bin, the Last four digits of the PAN, the cardholder name, the card expiration date, and the token, and it utilizes Cybersource for tokenization. **Processing:** ParkMobile provides integrated solutions for the management of parking-related functions. This includes the ParkMobile parking environment including cashless payment methods for on and off-the-street parking (Phonixx), ParkMobile 360 (PM360), ParkMobile Reservations, another cashless parking application that is hosted in the AWS (Amazon Web Services) infrastructure at AWS datacenter in US Regions with call center support at the ParkMobile Corporate Office in Atlanta. GA and an outsourced call center in Monterrey, Mexico. The ParkMobile Helpdesk will occasionally capture customer account data via the PCI DSS Compliant, UJET VOIP Solution and input account data into the ParkMobile web application. All helpdesk employees perform their work on AWS Workspaces, which AWS entirely manages.
Describe how the business is otherwise involved in or has the ability to impact the security of its customers' account data.	ParkMobile has the ability to impact the security of its customers account data through the storage and transmission of cardholder data using solutions published, configured, and managed by the entity within its AWS Cloud Hosted Infrastructure. Additionally, ParkMobile manages the secure development and maintenance of all ParkMobile applications which collect account data. ParkMobile also captures account data and inputs that data into the ParkMobile web application as part of call center operations.
Describe system components that could impact the security of account data.	**Systems that could impact the security of account data are listed below in Part 2c in greater detail and are as follows:** • EC2 Virtual Servers • Security Groups • AWS load balancers, • Kubernetes clusters and nodes, • Okta & Active Directory IAM mechanisms • GuardDuty IDS/IPS

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	• AWS WAF • AWS Workspaces • Employee Workstations • Terraform

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Part 2. Executive Summary *(continued)*

Part 2c. Description of Payment Card Environment

Provide a high-level description of the environment covered by this Assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POI devices, databases, web servers, etc., and any other necessary payment components, as applicable.* • *System components that could impact the security of account data.*	Services, or functions that store, process, or transmit account data or could impact the security of account data include: **Connections into and out of the CDE including:** • HTTP traffic to the ParkMobile Mobile and Web Application • Internal connections to the AWS VPC • Connections to payment processors for transaction authorization and settlement • VOIP traffic to third-party call centers that capture cardholder data **Systems that could impact the security of account data are as follows:** • EC2 Virtual Servers • Security Groups • AWS load balancers, • Kubernetes clusters and nodes, • Okta & Active Directory IAM mechanisms • GuardDuty IDS/IPS • AWS WAF • AWS Workspaces • Employee Workstations • Terraform
Indicate whether the environment includes segmentation to reduce the scope of the Assessment. (Refer to the "Segmentation" section of PCI DSS for guidance on segmentation)	☒ Yes ☐ No

Part 2d. In-Scope Locations/Facilities (ROC Section 4.6)

List all types of physical locations/facilities (for example, corporate offices, data centers, call centers and mail rooms) in scope for this Assessment.

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Facility Type	Total Number of Locations (How many locations of this type are in scope)	Location(s) of Facility (city, country)
Amazon Web Services (AWS) Datacenters	1	US-East-1 / N. Virginia, USA
Call Center	2	Monterrey, Mexico Atlanta, USA

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Part 2. Executive Summary *(continued)*

Part 2e. PCI SSC Validated Products and Solutions (ROC Section 3.3)

Does the entity use any item identified on any PCI SSC Lists of Validated Products and Solutions♦?

☐ Yes ☒ No

Provide the following information regarding each item the entity uses from PCI SSC's Lists of Validated Products and Solutions:

Name of PCI SSC-validated Product or Solution	Version of Product or Solution	PCI SSC Standard to which Product or Solution Was Validated	PCI SSC Listing Reference Number	Expiry Date of Listing
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

♦ For purposes of this document, "Lists of Validated Products and Solutions" means the lists of validated products, solutions, and/or components appearing on the PCI SSC website (www.pcisecuritystandards.org)—for example, 3DS Software Development Kits, Approved PTS Devices, Validated Payment Software, Payment Applications (PA-DSS), Point to Point Encryption (P2PE) solutions, Software-Based PIN Entry on COTS (SPoC) solutions, and Contactless Payments on COTS (CPoC) solutions.

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Part 2f. Third-Party Service Providers **(ROC Section 4.4)**	
For the services being validated, does the entity have relationships with one or more third-party service providers that:	
• Store, process, or transmit account data on the entity's behalf (for example, payment gateways, payment processors, payment service providers (PSPs, and off-site storage))	☒ Yes ☐ No
• Manage system components included in the entity's Assessment (for example, via network security control services, anti-malware services, security incident and event management (SIEM), contact and call centers, web-hosting companies, and IaaS, PaaS, SaaS, and FaaS cloud providers)	☒ Yes ☐ No
• Could impact the security of the entity's CDE (for example, vendors providing support via remote access, and/or bespoke software developers).	☒ Yes ☐ No

If Yes:

Name of Service Provider:	**Description of Services Provided:**
Chase Paymentech Services	Payment Processor
Amazon Web Services (AWS)	Hosting Provider
Centris Information Services, LLC	Outsourced Call Center
UJET, Inc.	Contact Center-as-a-Service (CCaaS)
Snowflake, Inc.	Data Warehouse Platform
EasyPark AB	E-commerce
CyberSource	Tokenization Services

Note: *Requirement 12.8 applies to all entities in this list.*

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Part 2. Executive Summary *(continued)*

Part 2g. Summary of Assessment (ROC Section 1.8.1)

Indicate below all responses provided within each principal PCI DSS requirement.

For all requirements identified as either "Not Applicable" or "Not Tested," complete the "Justification for Approach" table below.

Note: *One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.*

Name of Service Assessed: ParkMobile Electronic Parking Solutions

PCI DSS Requirement	Requirement Finding More than one response may be selected for a given requirement. Indicate all responses that apply.				Select If Below Method(s) Was Used	
	In Place	Not Applicable	Not Tested	Not in Place	Customized Approach	Compensating Controls
Requirement 1:	☒	☒	☐	☐	☐	☐
Requirement 2:	☒	☒	☐	☐	☐	☐
Requirement 3:	☒	☒	☐	☐	☐	☐
Requirement 4:	☒	☒	☐	☐	☐	☐
Requirement 5:	☒	☒	☐	☐	☐	☐
Requirement 6:	☒	☒	☐	☐	☐	☐
Requirement 7:	☒	☒	☐	☐	☐	☐
Requirement 8:	☒	☒	☐	☐	☐	☐
Requirement 9:	☒	☒	☐	☐	☐	☐
Requirement 10:	☒	☒	☐	☐	☐	☐
Requirement 11:	☒	☒	☐	☐	☐	☐
Requirement 12:	☒	☒	☐	☐	☐	☐
Appendix A1:	☐	☒	☐	☐	☐	☐
Appendix A2:	☐	☒	☐	☐	☐	☐
Justification for Approach						

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For any Not Applicable responses, identify which sub-requirements were not applicable and the reason.	1.2.6: There are no insecure services, protocols, or ports in use. 1.3.3: There are no wireless networks or technologies in ParkMobile's cardholder data environment. 1.4.4: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 2.2.5: There are no insecure services, protocols, or ports in use. 2.3.1: There are no wireless networks or technologies in the ParkMobile's cardholder data environment. 2.3.2: There are no wireless networks or technologies in the ParkMobile's cardholder data environment. 3.1.1: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.2.1: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.3.1.1: ParkMobile does not capture track data. 3.3.1.3: ParkMobile does not capture PIN data. 3.3.2: Sensitive Authentication Data (SAD) is never written to disk storage & databases before authorization. SAD is tokenized using CyberSource, and detokenized for payment processing. SAD never exists outside of transit or in volatile memory. 3.3.3: The ParkMobile is not being assessed as an issuer & does not provide issuing services. 3.4.1: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.4.2: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.5: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.6: The assessor examined dataflow diagrams, application interfaces, and database schemas, and consulted with INT-GRC to confirm that ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 3.7: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 4.2.1.2: There are no wireless networks or technologies in the entity's cardholder data environment.

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	4.2.2: PAN is never sent via end-user messaging technologies. 5.2.3: All systems are considered at malware risk and protected by Carbon Black. 5.2.3.1: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 5.3.2.1: The anti-virus solution in use is performing real-time scanning as opposed to periodic scans. 5.3.3: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 6.2.3.1: Automated code checks are utilized via Github Advanced Security rather than manual code reviews. 6.3.2: This requirement is a future-dated control that must be implemented by March 31, 2025, and has not been fully implemented by ParkMobile. 6.4.3: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the ParkMobile. 6.5.2: No significant changes occurred in the past year. 7.2.5: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 7.2.5.1: This requirement is a future dated control and is not required to be implemented until March 31, 2025 and has not been fully implemented by the entity. 7.2.6: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 8.2.2: There are no shared accounts in use within the CDE. 8.2.3: ParkMobile does not connect to their customer environments. 8.2.7: There are no third parties with remote access to CDE. 8.3.9: More than one authentication factors are in use to access the CDE. 8.3.10: There are no customer accounts within the CDE which have access to cardholder data. 8.3.10.1: There are no customer accounts within the CDE which have access to cardholder data. 8.3.11: Physical or logical security tokens, smart cards, or certificates are not used to access the CDE.

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	8.6: This requirement is a future dated control and is not required to be implemented until March 31, 2025 and has not been fully implemented by the entity. 9.4: There is no media generated or stored in the entity's cardholder data environment. 9.5: There are no Point-of-Sale or Point-of-Interaction devices in the entity's cardholder data environment. 10.2.1.1: ParkMobile does not store full PAN. Databases only store the BIN, Last 4, Cardholder Name, Expiration Date & Tokenized Value. 10.4.2: There are no systems in which logs are not reviewed daily. 10.4.2.1: This requirement is a future dated control and is not required to be implemented until March 31, 2025 and has not been fully implemented by the entity. 11.3.1.1: This requirement is a future dated control and is not required to be implemented until March 31, 2025 and has not been fully implemented by the entity. 11.3.1.3: No significant changes occurred in the past year. 11.3.2.1: No significant changes occurred in the past year. 11.4.7: ParkMobile is not a multi-tenant service provider. 11.6.1: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the ParkMobile. 12.3.1: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 12.3.2: The assessor verified that a customized approach was not used for any requirement. 12.3.3: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 12.3.4: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. 12.5.3: No significant changes occurred in the past year. 12.10.4.1: This requirement is a future dated control and is not required to be implemented until March 31, 2025 and has not been fully implemented by the entity.

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	12.10.7: This requirement is a future-dated control and is not required to be implemented until March 31, 2025, and has not been fully implemented by the entity. A1: ParkMobile is not a multi-tenant service provider. A2: There are no Point-of-Sale or Point-of-Interaction devices in the entity's cardholder data environment.
For any Not Tested responses, identify which sub-requirements were not tested and the reason.	Not Applicable

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Section 2 Report on Compliance

(**ROC Sections 1.2 and 1.3.2**)

Date Assessment began: ***Note:*** *This is the first date that evidence was gathered, or observations were made.*			August 21, 2024
Date Assessment ended: ***Note:*** *This is the last date that evidence was gathered, or observations were made.*			December 17, 2024
Were any requirements in the ROC unable to be met due to a legal constraint?			☐ Yes ☒ No
Were any testing activities performed remotely? If yes, for each testing activity below, indicate whether remote assessment activities were performed:			☒ Yes ☐ No
• Examine documentation	☒ Yes	☐ No	
• Interview personnel	☒ Yes	☐ No	
• Examine/observe live data	☒ Yes	☐ No	
• Observe process being performed	☒ Yes	☐ No	
• Observe physical environment	☒ Yes	☐ No	
• Interactive testing	☒ Yes	☐ No	
• Other:	☐ Yes	☐ No	

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Section 3 Validation and Attestation Details

Part 3. PCI DSS Validation (ROC Section 1.7)

This AOC is based on results noted in the ROC dated *(Date of Report as noted in the ROC December 20, 2024).*

Indicate below whether a full or partial PCI DSS assessment was completed:

☒ **Full Assessment** – All requirements have been assessed and therefore no requirements were marked as Not Tested in the ROC.

☐ **Partial Assessment** – One or more requirements have not been assessed and were therefore marked as Not Tested in the ROC. Any requirement not assessed is noted as Not Tested in Part 2g above.

Based on the results documented in the ROC noted above, each signatory identified in any of Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document *(select one)**:***

☒	**Compliant:** All sections of the PCI DSS ROC are complete, and all assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT** rating; thereby *(ParkMobile, LLC.)* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above.
☐	**Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or one or more requirements are marked as Not in Place, resulting in an overall **NON-COMPLIANT** rating; thereby *(ParkMobile, LLC.)* has not demonstrated compliance with PCI DSS requirements. **Target Date** for Compliance: An entity submitting this form with a Non-Compliant status may be required to complete the Action Plan in Part 4 of this document. Confirm with the entity to which this AOC will be submitted before completing Part 4.
☐	**Compliant but with Legal exception:** One or more assessed requirements in the ROC are marked as Not in Place due to a legal restriction that prevents the requirement from being met and all other assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT BUT WITH LEGAL EXCEPTION** rating; thereby *(ParkMobile, LLC.)* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above or as Not in Place due to a legal restriction. This option requires additional review from the entity to which this AOC will be submitted. *If selected, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement from being met

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Part 3. PCI DSS Validation *(continued)*

Part 3a. Service Provider Acknowledgement

Signatory(s) confirms:
(Select all that apply)

☒	The ROC was completed according to *PCI DSS*, Version 4.0 and was completed according to the instructions therein.
☒	All information within the above-referenced ROC and in this attestation fairly represents the results of the Assessment in all material respects.
☒	PCI DSS controls will be maintained at all times, as applicable to the entity's environment.

Part 3b. Service Provider Attestation

Justin Clifford

Signature of Service Provider Executive Officer ↗	Date: December 20, 2024
Service Provider Executive Officer Name: Justin Clifford	Title: Head of FP&A and Finance US

Part 3c. Qualified Security Assessor (QSA) Acknowledgement

If a QSA was involved or assisted with this Assessment, indicate the role performed:	☐ QSA performed testing procedures.
	☐ QSA provided other assistance. If selected, describe all role(s) performed: Not Applicable

Christopher Wright

Signature of Lead QSA ↗	Date: December 20, 2024
Lead QSA Name: Christopher Wright	

Shane Peden

Signature of Duly Authorized Officer of QSA Company ↗	Date: December 20, 2024
Duly Authorized Officer Name: Shane Peden	QSA Company: Aprio, LLP.

Part 3d. PCI SSC Internal Security Assessor (ISA) Involvement

If an ISA(s) was involved or assisted with this Assessment, indicate the role performed:	☐ ISA(s) performed testing procedures.
	☐ ISA(s) provided other assistance. If selected, describe all role(s) performed: Not Applicable

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Part 4. Action Plan for Non-Compliant Requirements

Only complete Part 4 upon request of the entity to which this AOC will be submitted, and only if the Assessment has Non-Compliant results noted in Section 3.

If asked to complete this section, select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement below. For any "No" responses, include the date the entity expects to be compliant with the requirement and provide a brief description of the actions being taken to meet the requirement.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain network security controls	☐	☐	
2	Apply secure configurations to all system components	☐	☐	
3	Protect stored account data	☐	☐	
4	Protect cardholder data with strong cryptography during transmission over open, public networks	☐	☐	
5	Protect all systems and networks from malicious software	☐	☐	
6	Develop and maintain secure systems and software	☐	☐	
7	Restrict access to system components and cardholder data by business need to know	☐	☐	
8	Identify users and authenticate access to system components	☐	☐	
9	Restrict physical access to cardholder data	☐	☐	
10	Log and monitor all access to system components and cardholder data	☐	☐	
11	Test security systems and networks regularly	☐	☐	
12	Support information security with organizational policies and programs	☐	☐	
Appendix A1	Additional PCI DSS Requirements for Multi-Tenant Service Providers	☐	☐	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	☐	☐	



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Signature Certificate

Reference number: ZXHDM-VYAUA-K5D3C-HDLEF

Signer	Timestamp	Signature
Christopher Wright Email: christopher.wright@aprio.com		
Sent:	20 Dec 2024 15:45:30 UTC	
Viewed:	20 Dec 2024 15:46:15 UTC	
Signed:	20 Dec 2024 15:46:31 UTC	
Recipient Verification:		IP address: 73.184.2.183
✔Email verified	20 Dec 2024 15:46:15 UTC	Location: Cumming, United States
Shane Peden Email: shane.peden@aprio.com		
Sent:	20 Dec 2024 15:45:30 UTC	
Viewed:	20 Dec 2024 16:22:31 UTC	
Signed:	20 Dec 2024 16:26:34 UTC	
Recipient Verification:		IP address: 71.56.63.1
✔Email verified	20 Dec 2024 16:22:31 UTC	Location: Marietta, United States
Justin Clifford Email: justin.clifford@easypark.net		
Sent:	20 Dec 2024 15:45:30 UTC	
Viewed:	20 Dec 2024 17:55:52 UTC	
Signed:	20 Dec 2024 19:21:50 UTC	
Recipient Verification:		IP address: 69.222.129.13
✔Email verified	20 Dec 2024 19:21:31 UTC	Location: Atlanta, United States

Document completed by all parties on:
20 Dec 2024 19:21:50 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

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Royal Oak
Life Now Playing

Finance Department
203 S Troy Street
Royal Oak, MI 48067
248.246.3034

CITY OF ROYAL OAK
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

David Holler (Print Full Name), being duly sworn deposed, says that he/she is Vice President of Sales (State Official Capacity in Firm). The party making the foregoing proposal or bid,

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and 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 or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Royal Oak or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 21 day of March 2025
in and for Cobb County.

My commission expires:
8/16/28

TARA ANN FLASH
My Commission Expires
NOTARY
PUBLIC
August 15th 2028
COBB COUNTY, GEORGIA

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EXHIBIT D

PURCHASE ORDER

Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

	Quote Number: RO20250708					
	July 14, 2025					
	ParkMobile LLC					
	Description	**Part Number**	**Unit**	**Qty**	**Price**	**Total Price**
	Pay By Space Pay Stations					
	Parking Equipment					
	New Pay Station, with alphanumeric keyboard, solar power, one coin box, EMV compliant, including one year warranty	CWT S4+	Each	150	$5,401.00	$810,150.00
	Bill Note Acceptor (BNA) - Per Unit	BNA	Each	0	$2,250.00	$0.00
	NFC Card Reader (Contactless Payment) - Per Unit	A1000	Each	150	$225.00	$33,750.00
	Coin box - Per Unit (one coinbox included, price is for additional boxes)	Coin Box	Each	45	$325.00	$14,625.00
	AC Powered - Per Unit	AC-kit	Each	0	$1.00	$0.00
	Shipping - Per Unit	Shipping	Each	150	$1.00	$150.00
	Installation					
	Installation - Per Unit	MSM Install	Each	150	$ 199.98	$29,997.00
	Total Purchase Order Price					**$888,672.00**

Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

EXHIBIT E

CITY'S R&O MARK

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Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

Reverse + Color



1 color cool grey



Reverse



1 color sunset orange



1 color sunset orange



1 color cool gray



1 color cool gray reverse



1 color sunset orange alternate



1 color cool gray alternate



1 color cool gray alternate reverse



Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

EXHIBIT F

CITY'S "LIFE NOW PLAYING" MARK

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Life Now Playing



Royal Oak

Life Now Playing

Docusign Envelope ID: 3F764C11-B0B4-4A95-8B33-A98397D28461

Royal Oak
Life Now Playing

Reverse + Color

Royal Oak
Life Now Playing

1 color cool grey

Royal Oak
Life Now Playing

Reverse

Royal Oak
Life Now Playing

1 color sunset orange

Royal Oak
Life Now Playing

Reverse + Color

Royal Oak
Life Now Playing

1 color cool gray

Royal Oak
Life Now Playing

Reverse

Royal Oak
Life Now Playing

1 color sunset orange

Royal Oak
Life Now Playing

Royal Oak
Life Now Playing

CITY COMMISSION AGENDA ITEM

TITLE	**Precinct Consolidation 2025**
SUBMITTING DEPARTMENT	**City Clerk**
PRESENTER	**Melanie Halas**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☐Yes ☒ No**
CERTIFIED RESOLUTION	**☒Yes ☐ No**

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

In December of 2023, Governor Whitmer signed Senate Bills 572 and 573 to allow the expansion of precinct sizes from 2,999 voters to 4,999 voters. When this happened, I brought forward a recommendation to the city commission to approve a reduction of the city's precincts from 24 to 18. Since that time, we have had three elections held including the presidential election last November. There have been no issues with decreasing the number of precincts.

After doing a second evaluation of the number of precincts, I have realized that we can consolidate even more precincts bringing the total number down from 18 to 15. The three changes would include having one precinct at the Salter Community Center (instead of 2), one precinct at Jane Addams (instead of 2) and one precinct at Northwood (instead of 2). Every ten years we purchase new voting equipment. The state is going out for RFP's soon for new election equipment vendors in 2026 for the changeover in 2027. The Bureau of Elections is recommending that we budget $15,000 per precinct for the new equipment. Eliminating the proposed three precincts will save the city $45,000 for new equipment.

It is a good time to make these additional consolidation changes as our State Senate district has just changed from district 8 to district 10. With this change, all voters in the city of royal oak must receive a new voter id card showing the new district change. In doing this they will be made aware of their new precinct number and their new senate district number. This recommendation was also brought forward to the Election Commission and unanimously approved on June 16, 2025.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	
AMOUNT CURRENTLY BUDGETED	
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact ☐Revenue impact (details below)

☐Workload impact (details below) ☐Operations Impact (details below)

REVENUE IMPACT: N/A

WORKLOAD IMPACT*:* N/A

OPERATIONS IMPACT:. N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

COMMUNITY ENGAGEMENT

BOARD AND COMMISSION FEEDBACK

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the city commission hereby approves the proposed new precinct map as presented; and

Be it further resolved, the city commission approves the proposed renumbering of the 15 precincts in the city of royal oak; and

Be it finally resolved, the city commission directs the city clerk to notify all voters of the new senate district change and new precinct number change by sending new voter identification cards to all voters.

ATTACHMENTS: Proposed Precinct Map

Current Precinct Map

Royal Oak

MAP OF

CITY OF ROYAL OAK

OAKLAND COUNTY, MICHIGAN

0 500 1000 2000 3000

SCALE IN FEET

COMMUNITY DEVELOPMENT DEPARTMENT

County Commissioner Districts

District 1	Precincts 1 - 3, 5 - 7, 10, 14, 15
District 2	Precincts 4, 8, 11, 12, 13
District 19	Precincts 9

State Senator

District 10	All Precincts

State House of Representatives

District 6	Precincts 1-7, 9-11, 14
District 56	Precincts 8, 12, 13, 15

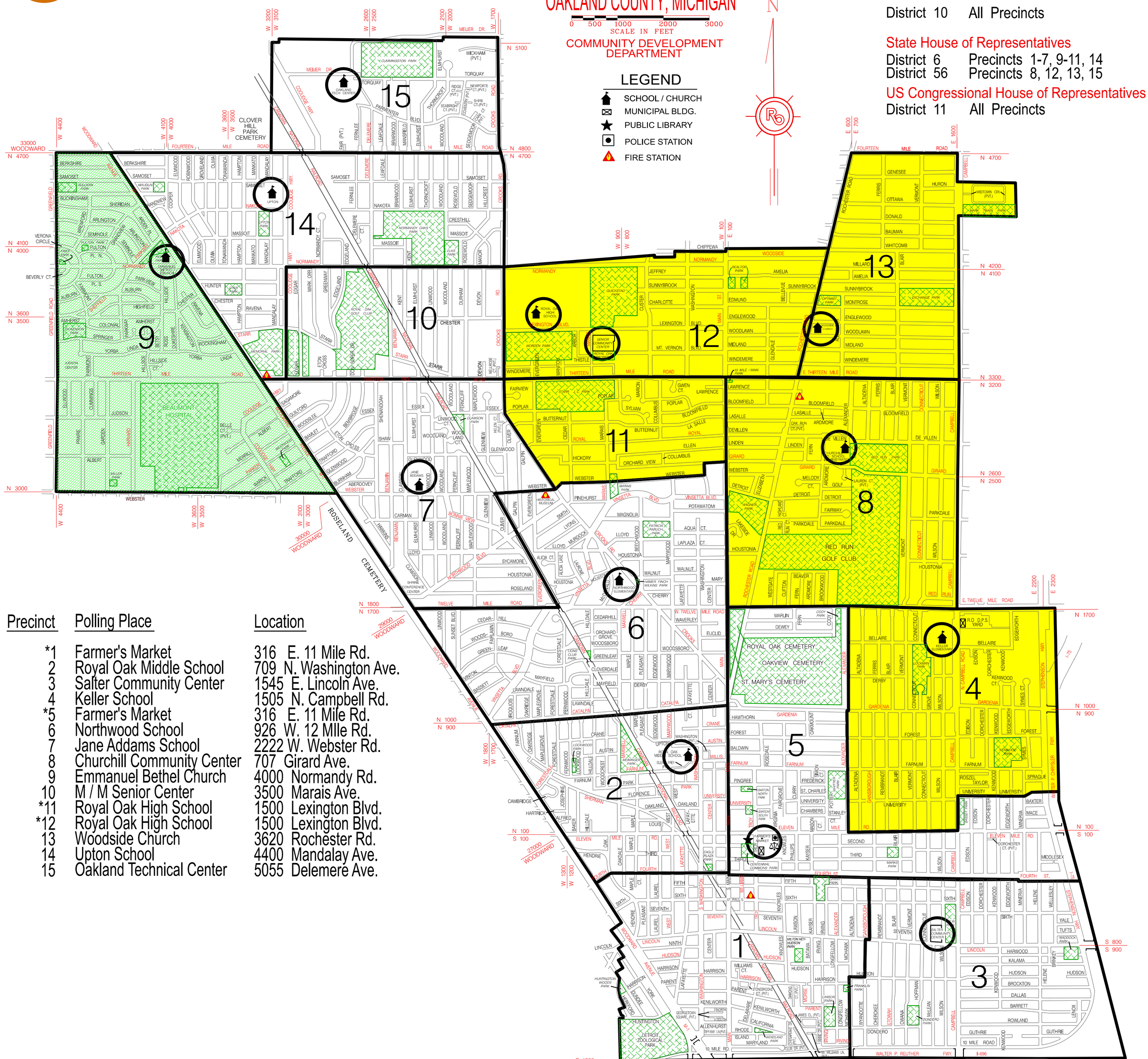
US Congressional House of Representatives

District 11	All Precincts

LEGEND

- SCHOOL / CHURCH
- MUNICIPAL BLDG.
- PUBLIC LIBRARY
- POLICE STATION
- FIRE STATION

N



Precinct	Polling Place	Location
*1	Farmer's Market	316 E. 11 Mile Rd.
2	Royal Oak Middle School	709 N. Washington Ave.
3	Salter Community Center	1545 E. Lincoln Ave.
4	Keller School	1505 N. Campbell Rd.
*5	Farmer's Market	316 E. 11 Mile Rd.
6	Northwood School	926 W. 12 MIle Rd.
7	Jane Addams School	2222 W. Webster Rd.
8	Churchill Community Center	707 Girard Ave.
9	Emmanuel Bethel Church	4000 Normandy Rd.
10	M / M Senior Center	3500 Marais Ave.
*11	Royal Oak High School	1500 Lexington Blvd.
*12	Royal Oak High School	1500 Lexington Blvd.
13	Woodside Church	3620 Rochester Rd.
14	Upton School	4400 Mandalay Ave.
15	Oakland Technical Center	5055 Delemere Ave.

** Two precincts at one location*

Map updated 6-12-25

POLLING PRECINCT MAP

Royal Oak

MAP OF

CITY OF ROYAL OAK

OAKLAND COUNTY, MICHIGAN

0 500 1000 2000 3000

SCALE IN FEET

COMMUNITY DEVELOPMENT DEPARTMENT

County Commissioner Districts

District 1	Precincts 1 - 3, 5 - 9, 11, 15, 18
District 2	Precincts 4, 12 - 14, 16
District 19	Precincts 10, 17

State Senator

District 3	Precinct 13
District 8	Precincts 1 - 12, 14 - 18

State House of Representatives

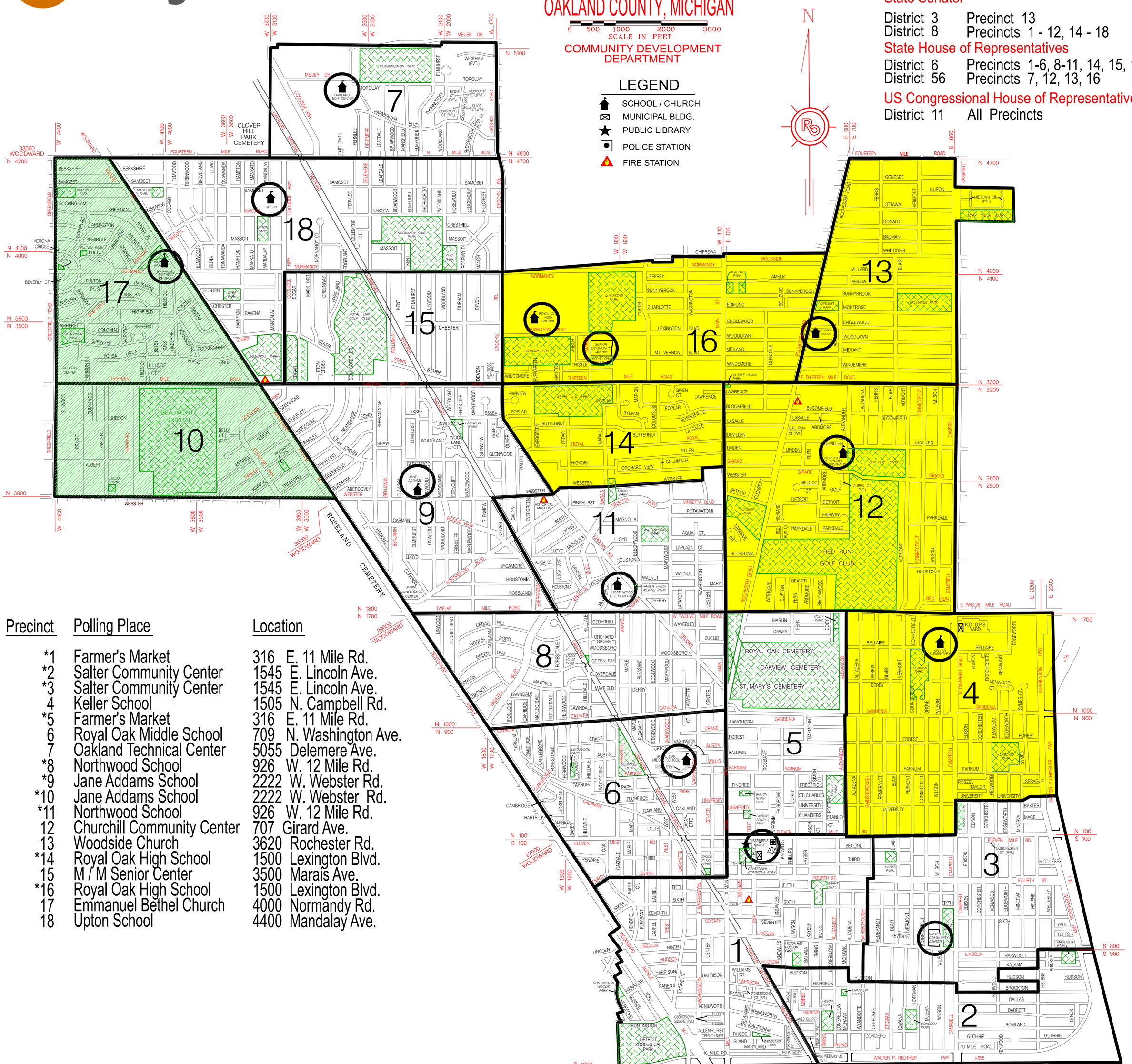
District 6	Precincts 1-6, 8-11, 14, 15, 17, 18
District 56	Precincts 7, 12, 13, 16

US Congressional House of Representatives

District 11	All Precincts

LEGEND

- SCHOOL / CHURCH
- MUNICIPAL BLDG.
- PUBLIC LIBRARY
- POLICE STATION
- FIRE STATION



Precinct	Polling Place	Location
*1	Farmer's Market	316 E. 11 Mile Rd.
*2	Salter Community Center	1545 E. Lincoln Ave.
*3	Salter Community Center	1545 E. Lincoln Ave.
4	Keller School	1505 N. Campbell Rd.
*5	Farmer's Market	316 E. 11 Mile Rd.
6	Royal Oak Middle School	709 N. Washington Ave.
7	Oakland Technical Center	5055 Delemere Ave.
*8	Northwood School	926 W. 12 Mile Rd.
*9	Jane Addams School	2222 W. Webster Rd.
*10	Jane Addams School	2222 W. Webster Rd.
*11	Northwood School	926 W. 12 Mile Rd.
12	Churchill Community Center	707 Girard Ave.
13	Woodside Church	3620 Rochester Rd.
*14	Royal Oak High School	1500 Lexington Blvd.
15	M / M Senior Center	3500 Marais Ave.
*16	Royal Oak High School	1500 Lexington Blvd.
17	Emmanuel Bethel Church	4000 Normandy Rd.
18	Upton School	4400 Mandalay Ave.

** Two precincts at one location*

Map updated 4-23-24

POLLING PRECINCT MAP

CITY COMMISSION AGENDA ITEM

TITLE	**Consideration of an Ordinance Amendment to Chapter 671 Taxation for a Payment In Lieu Of Taxes, Second Reading**
SUBMITTING DEPARTMENT	**City Attorney**
PRESENTER	**Niccolas Grochowski**
MEETING DATE	**July 14, 2025**
SECOND READING REQUIRED	**☒ Yes ☐ No**
CERTIFIED RESOLUTION	**☒ Yes ☐ No**

EXECUTIVE SUMMARY

Lockwood Development Company, LLC (Lockwood) has created a separate domestic limited partnership - 400 E Third Limited Dividend Housing Association Limited Partnership – for its proposed Workforce and Affordable housing project to be developed at the surface parking lot at 3rd St. and Knowles St. Lockwood is seeking additional financial assistance to make its mixed-income housing development a reality by requesting a PILOT (Payment In Lieu of Taxes) which results in approximately $6,744,625 in local tax breaks over the requested forty (40) year period.

One of the requirements for a Municipality to approve a PILOT under Michigan law is a new Ordinance that would amend Chapter 671 Taxation of the City Code of Ordinances. This is the second reading of the proposed ordinance.

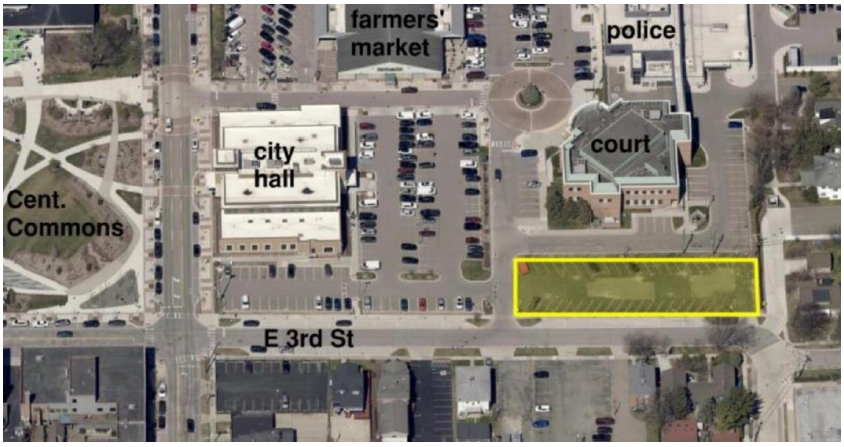
The development of the surface parking lot on E. 3rd St. at Knowles St. will offer a variety of housing that works for everyone by providing 59 new affordable and workforce units. New residents will save on rent and contribute to the vibrancy and workforce of downtown.

The draft ordinance was first presented to the City Commission for a first reading during the June 23rd City Commission meeting.

Project Background

Lockwood received development approvals for:

- 7 story (77 foot tall) multiple-family building
- 2 floors of parking (63 spaces)
- 4 floors of attainable apartments (59 units).



The tables below note the number, type of unit, rent, and income limits.

# of units by type				
# of 1 bedroom	# of 2 bedroom	#	%	type
24	7	31 units	52.5%	affordable @ ≤ 60% AMI
20	8	28 units	47.5%	workforce @ ≤ 120% AMI
44	15	59 units	100%	



2025 income limitation by household size*				
	1 person	2 persons	3 persons	4 persons
50% AMI	$35,350	$40,400	$45,450	$50,500
60% AMI	$42,420	$48,480	$54,540	$60,600
120% AMI	$84,840	$96,960	$109,080	$121,200

AMI = Area Median Income *2025 income limits released April 1, 2025

2025 rent limitation vs. *market rate pricing*		
	1 bedroom	2 bedroom
50% AMI	$801	n/a
60% AMI	$902 - $1,037	$1,168 - $1,240

120% AMI	$2,173	$2,604
market rate	*$2,180*	*$2,980*

AMI = Area Median Income

Lockwood has noted that all units will feature like amenities. Units will not be reserved or designated for households by income amount or funding source.

Rents that modest-income households can afford to pay are often too low to cover the full costs of owning and managing a rental property. The shortfall between funding the development and operation and the resulting revenues is referred to as a funding gap.

Lockwood is pursuing gap financing from a variety of sources and programs including the Michigan State Housing Development Authority (MSHDA), the Oakland County Board of Commissioners (OCBC), and the City of Royal Oak. The gap financing is in addition to a $9,462,233 permanent mortgage from MSHDA.

Lockwood is pursuing funding that support affordable & workforce housing and reduces their financial gap	
MSHDA	
LIHTC	$3,677,834
HOME	$3,882,061
OCBC	
OC Housing Trust Fund	$5,000,000
city	
ARPA	$1,950,000
PILOT	$6,744,625

MSHDA financing would provide a $8.5 million permanent mortgage loan, $3.6 million HOME / MRF loan, and $3.7 million Low Income Housing Tax Credits (LIHTC) loan. The permanent mortgage and HOME / MRF loans are simple low rate, long term direct loans from MSHDA.

The LIHTC loan provides transferable tax credits to developers in exchange for building or renovating affordable rental housing. Developers sell their non-refundable and transferable tax credits to investors to raise equity for their construction or rehabilitation project. This allows developers to borrow less than they would have otherwise and to charge lower rents as a result. In return, investors that purchase the developer's tax credits may claim credit against their annual tax liability over a period of time.

The OCBC may help finance the development via a low interest loan from their established housing trust fund (OCHTF).

The city has expressed its financial commitment to the development. As noted above, at their August 12, 2024 meeting, the city commission adopted a motion directing the city attorney to make final revisions to an agreement, for future consideration, to transfer $1.95 million of gap financing to the OCHTF to financially support Lockwood's project.

Request for a PILOT

Lockwood requests that the city commission amend Chapter 671 Taxation of the City Code of Ordinances to create a PILOT associated with its approved development.

PILOTs are a *required* local financial incentive, under MSHDA LIHTC funded projects, that subsidize the creation or preservation of affordable rental housing.

Amending Chapter 671 Taxation would establish a PILOT that exempts the development from certain "local" ad valorem tax types (city operating, publicity tax, library, refuse state law, refuse voted, DDA, CH.20 drain debt, public safety, roads, senior services, parks, animal shelter) based on the incremental taxable value of the property.

Many other ad valorem taxes, such as state education tax, school district operating and debt, county government and parks, community college, metroparks, zoo, institute of arts, etc. are unaffected by a PILOT.

Annual ad valorem tax payments tend to fluctuate given changes in factors related to the development's taxable value. By comparison, a PILOT provides the developer with a predictable, low-cost annual service charge / payment. Predictable expenses provide the developer with greater financial stability and make their tax credits more appealing to investors.

The rental units must be reserved and occupied by income qualified households. The funding sources establish rent rates as noted in the table above. The developer can accurately predict their annual shelter rent / gross potential income from units occupied by low-income persons or households. The annual shelter rent is the total amount of rent collected excluding charges for natural gas, electricity, heat, or other utilities furnished to the occupants.

A PILOT's annual service charge / payment for public services shall be equal to a defined percentage of the annual shelter rents collected during each operating year for units occupied by low-income persons or households.

The annual PILOT payment is proportionally distributed to each "local" tax type as listed above. Therefore, "local" taxing jurisdictions still receive money, all be it at a very reduced amount compared to the absence of the PILOT. All taxing jurisdictions will capture a greater dollar amount that they are currently capturing due to the increase in taxable value.

The city currently collects approximately $910 in "local" taxes. After the first year, "local" tax types would receive a pro rata share of PILOT payment totaling approximately $5,018.

The property is in the Downtown Development Authority's (DDA) Tax Increment Finance district and subject to the DDA's millage. If the PILOT Ordinance is adopted, it would exempt the development from the DDA's millage. Like other "local" tax types, the DDA would receive a pro rate share of the annual PILOT payment. By comparison, if the PILOT Ordinance did not exist, the DDA would capture most "local" taxes associated with the incremental growth in taxable value.

Lockwood requests a PILOT at a rate of 2% for a duration of forty (40) years. The percentage associated with the PILOT shall be determined by city commission. PILOTs range in percentage based on the factors like the number of affordable units, the maximum income range for the household, unit size, etc.

The lower the PILOT percentage, the greater the subsidy. The higher the PILOT percentage, the lesser the subsidy.

The typical trade-off finds local communities authorizing a lower percentage in exchange for a greater number of units reserved for modest income households.

Resulting Tax Break

An annual 2% PILOT payment results in an additional financial incentive of approximately $6,744,625 in tax breaks over the requested forty (40) year period.

The table below provides comparisons for consideration.

	PILOT initial service charge / payment	estimated initial tax break after first year**	estimated total tax break over 40 years***
proposed mixed income development 0% PILOT - $0 service charge	$0	$136,336	$7,433,895
proposed mixed income development **2% REQUESTED PILOT**	**$20,070^**	**$121,283**	**$6,744,625**
proposed mixed income development 4% PILOT	$40,140^^	$106,231	$6,055,356

*18.7226 total "city" revenue includes the following mills per tax type: 6.7425 city operating, 0.0122 publicity tax, 0.9898 library, 1.8381 refuse state law, 0.5000 refuse voted, 0.0502 CH.20 drain debt, 3.6242 public safety, 2.4746 roads, 0.1979 senior services, 0.6928 parks, animal shelter, 1.6003 DDA

**estimated annual tax break is the difference between traditional ad valorem tax collection on the full taxable value of a 100% market value versus proposed PILOT annual service charge / payment

***assumption that the taxable value will increase 1.5% per year

^2% of Lockwood's identified, initial ~$1,003,508 of annual shelter rent / gross potential income increasing at 0.68% each year thereafter

^^4% of Lockwood's identified, initial ~$1,003,508 of annual shelter rent / gross potential income increasing at 0.68% each year thereafter

Annual Municipal Services Fee

The PILOT creates a substantial tax break from the city's Public Safety millage (3.6242 mills). The residents will undoubtably require public safety assistance from the Royal Oak Police and Fire departments. Therefore, the administration has requested a separate agreement to establish a fee in lieu of the PILOT's tax break from the Public Safety millage. This proposed community benefits agreement will ensure that the development is paying its fair share toward these services.

Assurance of Affordability

Lockwood must report annual income verification data to MSHDA for the 31 households living in the "affordable" units. This is a requirement under the terms of MSHDA's gap financing programs (LIHTC and HOME).

Lockwood's PILOT request describes that income verification will occur during the in-take process to occupy any of the 28 households living in the "workforce" units. Households only need to qualify prior to occupancy. There is no annual income verification thereafter. No household would be penalized or evicted should their household income rise after the initial qualification. The income restricted housing required documentation and reporting requirements will be solidified by an interlocal agreement between the city and OCBC. Wherein the city reserves the right to audit, inspect, and review the use of its funds and annual documentation.

Lastly, the city and Lockwood will also file, with the Oakland County Register of Deeds, a mutually agreed upon Income Restricted Housing Restrictive Covenant. The restrictive covenant acts to further ensure compliance with income restrictions for the full 40-year term of the PILOT ordinance,

allows enforcement by the city and OCBC, and binds future property owners to its terms, supporting long-term affordability and economic feasibility of the project.

RENO Fee Waiver

It should be noted that Lockwood's development may utilize the Royal Oak City Commission's newly adopted RENO (Residential Enhancement and Neighborhood Opportunity) program. This initiative incentivizes targeted residential improvements that advance key community priorities – sustainability, housing affordability, and aging in place. Under the RENO program, Lockwood will be eligible to receive a waiver from construction inspection and permitting fees performed by the employees covered under the State Construction Code Fund i.e. building division of the community development department. The fees are valued at approximately $220,000.

FISCAL IMPACT

BUDGET SUMMARY	
EXPENDITURE REQUIRED	**n/a**
AMOUNT CURRENTLY BUDGETED	**n/a**
BUDGET AMENDMENT REQUIRED	**$0.00 (BA between dept; net -0- effect on FB)**
FUNDING SOURCE/ GL NUMBER	**n/a**
WAS THIS A BUDGETED EXPENSE?	**☐ Yes ☐ No**

OTHER FISCAL IMPACTS: (Select all that apply.)

☐No fiscal impact
☒Revenue impact (details below)
☐Workload impact (details below)
☐Operations Impact (details below)

REVENUE IMPACT:
Approximately $6,744,625 in tax breaks over the requested forty (40) year period.

WORKLOAD IMPACT*:*
NA

OPERATIONS IMPACT:
NA

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This item provides a "variety of housing that works for everyone" to fulfill the city commission's strategic goal of being a "welcoming, engaged, and livable community".

COMMUNITY ENGAGEMENT

NA

BOARD AND COMMISSION FEEDBACK

NA

LEGAL COMMENTS

The city attorney's office has drafted the proposed ordinance and all the documents related to this project as mentioned herein. The proposed PILOT Ordinance has been updated to reflect the new name of the project as "The Civic" from the previous name of "Third Street Lofts." No other changes between first and second reading of the ordinance have been made.

PROPOSED COMMISSION RESOLUTION:

Should the city commission support Lockwood's request for a PILOT, the following resolution is offered for adoption.

Whereas the Royal Oak City Commission has determined that 400 E. Third Limited Dividend Housing Association Limited Partnership's affordable and workforce housing development is a public necessity because it provides a "variety of housing that works for everyone" and fulfills the strategic goal of the city being a "welcoming, engaged, and livable community".

Whereas the Royal Oak City Commission understands that a Payment In Lieu of Taxes is a required local financial incentive under the Michigan State Housing Development Authority's Low Income Housing Tax Credit program that subsidizes the creation or preservation of affordable rental housing.

Whereas 400 E. Third Limited Dividend Housing Association Limited Partnership has requested a Payment In Lieu of Taxes as an additional financial incentive to make its mixed-income housing development a reality.

Therefore, be it resolved, the Royal Oak City Commission hereby approves, upon second reading, Ordinance Amendment 2025-04, to add a new Article III, Sections 671-24 through 671-33, to Chapter 671 Taxation of Part II: General Legislation; to provide for a service charge in lieu of taxes for a housing project for affordable and workforce housing financed with federal low income housing tax credits ("LITHC") pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (The "Act")."

ATTACHMENTS:

1 – Ordinance 2025-04
2 - 2025 05-07 Lockwood PILOT request.pdf

ORDINANCE NO. 2025-04

CITY OF ROYAL OAK,
OAKLAND COUNTY, MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak to add new Article III, Sections 671-24 through 671-33, of Chapter 671 Taxation of Part II: General Legislation; to provide for a service charge in lieu of taxes for a housing project for affordable and workforce housing financed with federal low income housing tax credits ("LITHC") pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq) (The "Act")."

THE CITY OF ROYAL OAK ORDAINS:

SECTION 1. AMENDMENT.

That a new Article III, Sections 671-24 through 671-33, of Chapter 671 Taxation, of Part II General Legislation of the Code of Ordinances, City of Royal Oak, Michigan, is hereby added to the Code of Ordinances to read as follows:

Article III Exemption for The Civic.

§ 671-24 Title.

This Ordinance shall be known and cited as the "The Civic Tax Exemption Ordinance."

§ 671-25 Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Royal Oak ("City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that 400 E. Third Limited Dividend Housing Association Limited Partnership (the "Sponsor"), subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, plans to acquire, develop, own and operate a housing project identified as "The Civic" on certain property located at the northwest corner of East Third Street & Knowles Street (parcel no. 25-22-104-016) in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

§ 671-26 Definitions.

(a) "Act" means the State Housing Development Authority Act, being Michigan Public Act of 1966, as amended.

(b) "Annual Shelter Rent" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

(c) "Authority" means the Michigan State Housing Development Authority.

(d) "City" means the City of Royal Oak, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended and located in Oakland County, Michigan.

(e) "Housing Development" means the multiple family housing development to be constructed in the City of Royal Oak at the northwest corner of East Third Street & Knowles Street (parcel no. 25-22-104-016), which shall contain up to 59 residential units, of which at least 31 units will be subject to the restrictions of the LIHTC Program and the remaining units shall be reserved for Workforce Housing (as defined by the Act and this Ordinance). The Housing Development shall also consist of such other housing, commercial, recreational, industrial, communal and educational facilities as the Authority has determined improves the quality of the Housing Development as it relates to housing for Low Income Persons and Families.

(f) "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

(g) "Low Income Persons and Families" means persons and families eligible to move into the housing development under the provisions of Section 42 of the Internal Revenue Code of 1986, as amended, the units of which shall be rent restricted.

(h) "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

(i) "Sponsor" means 400 E. Third Limited Dividend Housing Association Limited Partnership person(s) or entities which received a Mortgage Loan to finance a Housing Development or assumed the existing LIHTC Program Regulatory Agreement.

(j) "Utilities" mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

(k) "Workforce Housing" means rental units or other housing options that are reasonably affordable to, and occupied by, a household whose total household income is not greater than 120% of the area median income and published by the United States Department of Housing and Urban Development.

§ 671-27 Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with LIHTC. It is further determined that the "The Civic" development is a housing development eligible for tax exemption provided by Section 15a of the Act.

§ 671-28 Establishment of Annual Service Charge.

The housing development identified as “The Civic” and the property on which it shall be constructed shall be exempt from all *ad valorem* property taxes from and after the commencement of construction of the project. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to develop and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes from and after the completion of construction as evidenced by the issuance of a certificate of occupancy by the City of Royal Oak Building Division. Subject to an award of LIHTC by the Authority to the Sponsor, the annual service charge shall be equal to two (2) percent of the Annual Shelter Rents actually collected by the housing project during each operating year.

Nothing in this Section shall be construed to exempt the housing development and property on which it is constructed from any special assessment for street or other public improvements or as a result of its location within a business improvement district authorized by 1999 Public Act 49, as amended.

§ 671-29 Contractual Effect of Ordinance.

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

§ 671-30 Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 671-28, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the *ad valorem* taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

§ 671-31 Documentation Supplied.

On or before April 1 of each year, the Sponsor shall file with the City audited financial statements showing all Annual Shelter Rents of the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of the Housing Development during the annual tax period, exclusive of Utilities. Such audited financial statements shall show revenues and expenses separately for units occupied by Low Income Persons and Families. The City shall determine the applicable service charge in accordance with Section 671-28.

§ 671-32 Payment of Service Charge.

The annual payment for each operating year shall be payable in the same manner as general property taxes are payable to the City of Royal Oak except that the annual payment shall be paid between July 1 and July 15 of each year, beginning in the year following the year in which the certificate of occupancy is issued to the housing development. Payments in lieu of taxes or portions thereof remaining unpaid after August 1 of the year in which they are due shall accrue

an interest rate of 1% per month. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).

§ 671-33 Duration.

The Ordinance shall remain in effect and shall not terminate so long as the housing project shall remain subject to income and use restrictions under Section 42 of the LIHTC program and a Mortgage Loan remains outstanding and unpaid; provided, however, that the duration of the Ordinance shall, initially, not exceed a term of forty (40) years from and after the first year that the Sponsor avails itself of the tax exemption benefits provided by this article.

It is further the intent of the Parties that in the event the housing project is sold, transferred, or refinanced by the Sponsor or a related entity of the Sponsor, this Ordinance shall remain in full force and effect and without further action by the Sponsor or the City to otherwise change, alter or amend this Ordinance.

SECTION 2. REPEALER.

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. SEVERABILITY.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

SECTION 4. SAVINGS.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 5. EFFECTIVE DATE.

This ordinance as ordered shall take effect ten (10) days after its adoption after having been published within 7 days after passage.

SECTION 6. INSPECTION.

A copy of this ordinance may be inspected or purchased at the city clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days and between the hours of 8:00 a.m. and 12:00 p.m. on Fridays.

_____
Michael Fournier, Mayor

_____
Melanie Halas, City Clerk

Date Adopted:
Date Published:
Effective Date:



400 East Third Street

PILOT Application (*Revised 6/6*)

May 7, 2025

LOCKWOOD DEVELOPMENT

May 7, 2025

Joseph Murphy
Planning Director
City of Royal Oak
203 South Try Steet
Royal Oak, Michigan 48067

RE: Updated PILOT Request

Dear Joseph

We appreciate the City's consideration and ongoing discussion related to granting a PILOT for the proposed, mixed-income development on Third Street. As you're aware, this is a very challenging, but important, development. As such, we continue to update the plan in an effort to make it work in the face of current economic conditions. We are pleased to present a revision to the plan that we believe will significantly strengthen the benefits it provides the residents of Royal Oak.

In June 2024, the US Treasury issued updated guidance as to what qualified as "affordable housing" with regards to use of the ARPA/SLRF funds. That guidance (attached) states that one of the ways the funds can be used for affordable housing is if a development commits to holding the rents to below 120% of the Area Median Income ("AMI") for a period of at least 20 years.

Our understanding of the City's position is that it prefers that the PILOT only apply to affordable units; as such, we would like to propose making 100% of the new development affordable. We would do this by replacing all 28 of the market rate units with 120% AMI units, while still retaining the 31 LITHC units which will be restricted to rents at 50% and 60% of the Area Median Income.

PILOTs are an incredibly vital tool in the affordable housing space; without them, this project simply could not be built. By using this tool strategically, the City can achieve affordability outcomes for its residents in a premium location that would otherwise be impossible. The following pages will break down some of those benefits in greater detail.

With this submission, I am also including a fully updated MSHDA proforma. While the deal is still incredibly tight, it is one that we remain firmly committed to. We believe in Royal Oak and in the importance of delivering high quality affordable housing in highly desirable areas where it is most lacking. If the City approves a 2% PILOT on all units, we will make this change to 120% AMI units and rapidly advance towards getting shovels in the ground later this year. Our project is economically viable under these terms and we would be excited to begin sprinting towards a construction start.

Thank you in advance for your consideration. We look forward to a lasting partnership with the City of Royal Oak and to creating high quality housing for the citizens for decades to come.

Sincerely

Stephen Dronen
VP of Development, Lockwood Companies

Lockwood Companies | 27777 Franklin Road, Suite 1410, Southfield, Michigan, 48034

About PILOTs

Lockwood Development is is proposing the construction of 59-unit of affordable housing on a surface parking lot at 400 East Third Street, and is requesting approval of 2% PILOT to support the development for a period of 40 years.

Payment in Lieu of Taxes “PILOT” is a vital economic development tool commonly used in nearly all affordable housing developments across Michigan.

Because rents on the subject development are restricted, this tool allows the “tax” payments to be calculated off of the actual rents collected as opposed to just being based on the value of the structure.

PILOTs are commonly set at 2-4% of the gross potential rent (less vacancy and common area utilities).

Because PILOTs are so common, MSHDA produces a sample ordinance that cities can use as a starting template. Cities have broad discretion to insert the percentages that fit the circumstances of the project before them, but it is imperative that any ordinance clearly stipulates that it is applicable to all units in order for that to be the case.

LOCKWOOD DEVELOPMENT

Public Benefits

By holding rents below market rates, residents of Royal Oak receive significant benefits for decades.

Public Benefit of Reduced Rents

		Unit Count	Market Rent	Proposed Rent	Resident Savings Per Year
One Bedroom	50% AMI - HOME Low	4	$ 2,180	$ 801	$ 66,192
	60% AMI - LIHTC	9	$ 2,180	$ 1,037	$ 123,444
	60% AMI - HOME High	11	$ 2,180	$ 920	$ 166,320
	120% AMI	20	$ 2,180	$ 2,173	$ 1,680
Two Bedroom	60% AMI - LIHTC	2	$ 2,980	$ 1,240	$ 41,760
	60% AMI - HOME High	5	$ 2,980	$ 1,168	$ 108,720
	120% AMI	8	$ 2,980	$ 2,604	$ 36,096
	Aggregate Annual Rent Savings for Royal Oak Citzens				**$ 544,212**

Compared to a comparable market rate development on this same site, residents would save more than $544,200 every year for next thirty years. That is money that can spent circulating in the community and helping every day residents of Royal Oak be able to live and work in their own community, and to support the other businesses in the area.

These affordability provisions will be in place for a minimum of 30 years, providing **rent savings to the residents more than $16 million** over that time period.

LOCKWOOD DEVELOPMENT

Tax Benefits vs Status Quo

The site of the proposed development currently exists as a surface parking lot. Our research, via Sanborn maps, indicates that this land has sat underutilized as a parking lot since at least 1963

The land's current Taxable Value is $47,150. Meaning that the property taxes generated from its ongoing condition amounts to a total of $2,624 per year. Of that, a mere $812.93 goes to the City each year.

Parcel Number: 72-25-22-104-016



Property Owner: CORP ONE, INC

Summary Information

> Assessed Value: $139,280 | Taxable Value: $47,150

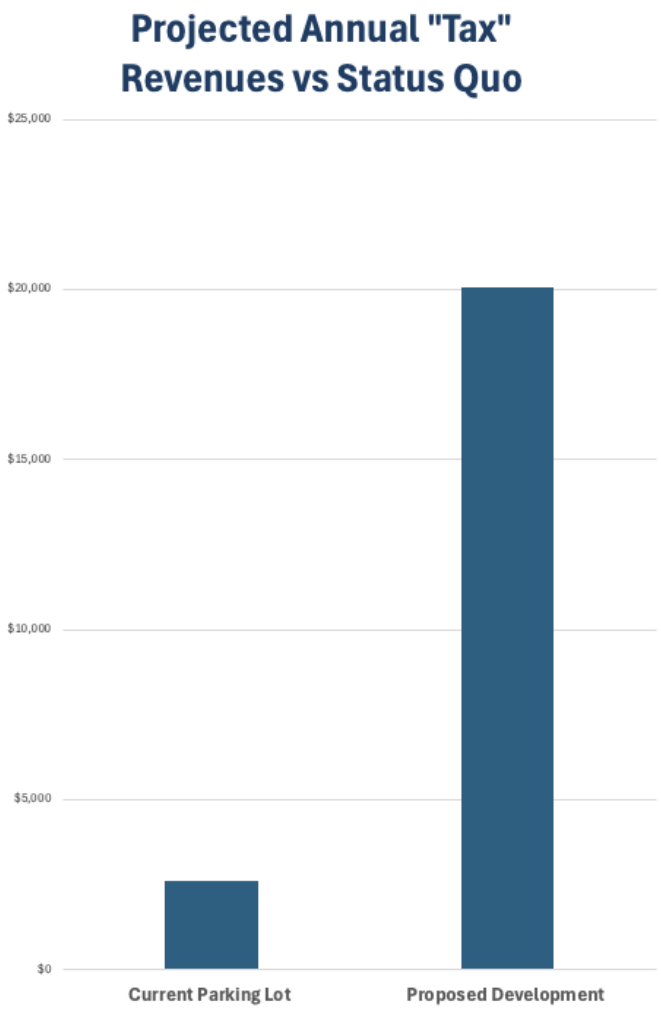
> 5 Building Department records found

Royal Oak

Tax Estimator

Non-Homestead

Millage Rate	Estimated Tax
17.24139	$812.93
6.0443	$284.98
31.8350	$1,501.02
0.5512	$25.98
55.6719	$2,624.93



LOCKWOOD DEVELOPMENT

100% Affordable, 2% PILOT

Our current proposal involves replacing all Market Rate units with 120% AMI Units.

In Michigan PILOTs are calculated by taking the top line potential revenue figure (before project expenses) and subtracting out vacancy and common utilities. From there, that top line number is what the PILOT percentage gets applied to in order to calculate the annual payment amount due.

If we restrict the formerly market rate units to 120% AMI, the top line revenue figure (before expenses) would be $1,143,228 which would result in an annual PILOT payment of $20,070. Far in excess of the $2,624 that the surface lot is currently producing.

PILOT Calculation		
Gross Potential Revenue	*(before debt service & operating expenses)*	$ 1,143,228
Less Vacancy		$ (91,458)
Less Commons Utilities		$ (48,262)
Subtotal		**$ 1,003,508**
PILOT Percentage	2%	
Annual PILOT Payment		**$ 20,070**

LOCKWOOD DEVELOPMENT

Status Update

As of May 7, 2025:

- We have secured commitment from MSHDA for the Low Income Housing Tax Credits and Gap Financing Loan.
- We have secured a funding commitment from the Oakland County Housing Trust Fund.
- We have secured all site approvals (save for ROW dedication).
- We have secured a plan with DTE to bury overhead utilities.
- We have advanced building designs and are ready to move into permit-submittal architectural documents.
- Upon approval of the PILOT, we are ready to proceed full speed ahead with the intent of starting construction this fall.

LOCKWOOD DEVELOPMENT

Request

We appreciate Royal Oak's ongoing support of affordable housing in the downtown, and consideration of this PILOT request.

Our formal ask is that the City approve a 2% PILOT that would apply to all units for a period of 40 years. In conjunction with that approval, we will make all of the units in the development affordable: 31 of the units will be affordable at the 50% & 60% AMI levels, and 28 units will be affordable at the 120% AMI levels.

With this support, we can rapidly move toward a 2025 construction start.

LOCKWOOD DEVELOPMENT

Attachment

U.S. Department of the Treasury

Affordable Housing How-To Guide (for ARPA/SLRF)

LOCKWOOD DEVELOPMENT

U.S. DEPARTMENT OF THE TREASURY

AFFORDABLE HOUSING HOW-TO GUIDE

How to Use State and Local Fiscal Recovery Funds for Affordable Housing Production and Preservation

In partnership with the U.S. Department of Housing and Urban Development and the U.S. Department of Agriculture

Updated June 2024

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan, delivers $350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 pandemic. Recipient governments have a once in a generation opportunity to invest these SLFRF dollars to boost the supply of affordable housing. Under the program's final rule, "Development, repair, and operation of affordable housing and services or programs to increase long-term housing security" is an enumerated eligible use to respond to the negative economic impacts of the pandemic on households and communities.

To assist recipients in implementing these funds for affordable housing, the Department of the Treasury, the Department of Housing and Urban Development, and the U.S. Department of Agriculture have prepared this guide, which provides a summary of updated guidance related to SLFRF recipients' ability to use SLFRF funds to invest in affordable housing. The guidance, which can be found in Final Rule FAQs 2.14 and 4.9, was updated in March 2024 and clarifies and expands on the framework in the SLFRF final rule. This "how-to" guide provides examples of how recipients can combine and "layer" SLFRF with other sources of funding to maximize resources and meet housing needs.

SLFRF Affordable Housing Updates at a Glance:

- **Expanded Presumptive Eligibility.** SLFRF permits funds to be used, among other uses, to combat the public health and negative economic impacts (PH-NEI) of the pandemic. Treasury's guidance clarifies two presumptively eligible ways to use SLFRF to fund affordable housing investments under the final rule.[1]
    - **Option 1:** SLFRF funds used for affordable housing projects under the PH-NEI eligible use category are presumptively eligible if the project meets certain core requirements of an expanded list of federal housing programs.[2] See the box below for further details.
    - **Option 2:** SLFRF funds used for the development, repair, or operation of any affordable rental housing unit that has a limited maximum income of 120% area median income (AMI), as imposed through a covenant, land use restriction agreement, or other enforceable legal requirement for a period of at least 20 years. A jurisdiction may establish a longer period of affordability at its discretion.
      Under this option, recipients may use SLFRF funds as part of the financing for a mixed-income housing project if the total financing made up of SLFRF funds does not exceed the total development costs attributable to affordable housing units limited to households at or below 120% AMI for the affordability period. For example, if 25% of a project's units are reserved for families at or below 120% AMI for the affordability period, and 20% of the total development costs of the project are attributable to such reserved units, then SLFRF funds may be used to pay for up to 20% of the total development costs.
- **Loan Flexibilities.** SLFRF can be used to fund the full principal amount of certain loans that finance long-term affordable housing investments. Among other requirements, the loans must have maturity and affordability covenants of 20 years or longer, including but not limited to loans that fund low-income housing tax credit (LIHTC) projects.[3]

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1 Refer to Final Rule FAQs 2.14 and 4.9 for additional information about presumptively eligible affordable housing investments and other program requirements.

2 If a recipient chooses to use SLFRF funds in alignment with these federal housing programs, it must require the covered project or units to adhere to all applicable local codes, and comply, at a minimum, with the applicable federal housing program's requirements related to the following (to the extent the applicable federal housing program has such requirements): resident income restrictions; the affordability period and related covenant requirements for assisted units; tenant protections; and housing quality standards.

3 Refer to Final Rule FAQ 4.9 for additional information and requirements for using SLFRF to fund affordable housing loans.

Eligible Federal Housing Programs for Option 1

- The Housing Trust Fund (HTF, administered by HUD);
- The HOME Investment Partnerships Program (HOME, administered by HUD);
- The Low-Income Housing Tax Credit (administered by Treasury);
- The Public Housing Capital Fund (administered by HUD);
- Section 202 Supportive Housing for the Elderly Program and Section 811 Supportive Housing for Persons with Disabilities Program (administered by HUD);
- Project-Based Rental Assistance (PBRA, administered by HUD);
- Multifamily Preservation & Revitalization program (administered by USDA);
- Affordable housing projects provided by a Tribal government if they would be eligible for funding under the Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program;
- **[NEW]** Project Based Vouchers (PBVs, administrated by HUD);
- **[NEW]** Choice Neighborhoods (administered by HUD) *(only if the funds are used for the development of affordable housing as defined for purposes of the Choice Neighborhoods program);*
- **[NEW]** Section 514/516 Farm Labor Housing Direct Loans and Grants (administered by USDA);
- **[NEW]** Section 515 Multifamily Housing Direct Loans (administered by USDA); and
- **[NEW]** Section 538 Multifamily Housing Loan Guarantees (administered by USDA).

Second, Treasury will presume that financial assistance to a household benefiting from a loan guarantee under the following federal housing program, that is intended to supplement that federal housing program, is an eligible use of SLFRF funds as a response to the negative economic impacts of the pandemic:

- **[NEW]** Section 502 Single Family Housing Guaranteed Loans (administered by USDA).

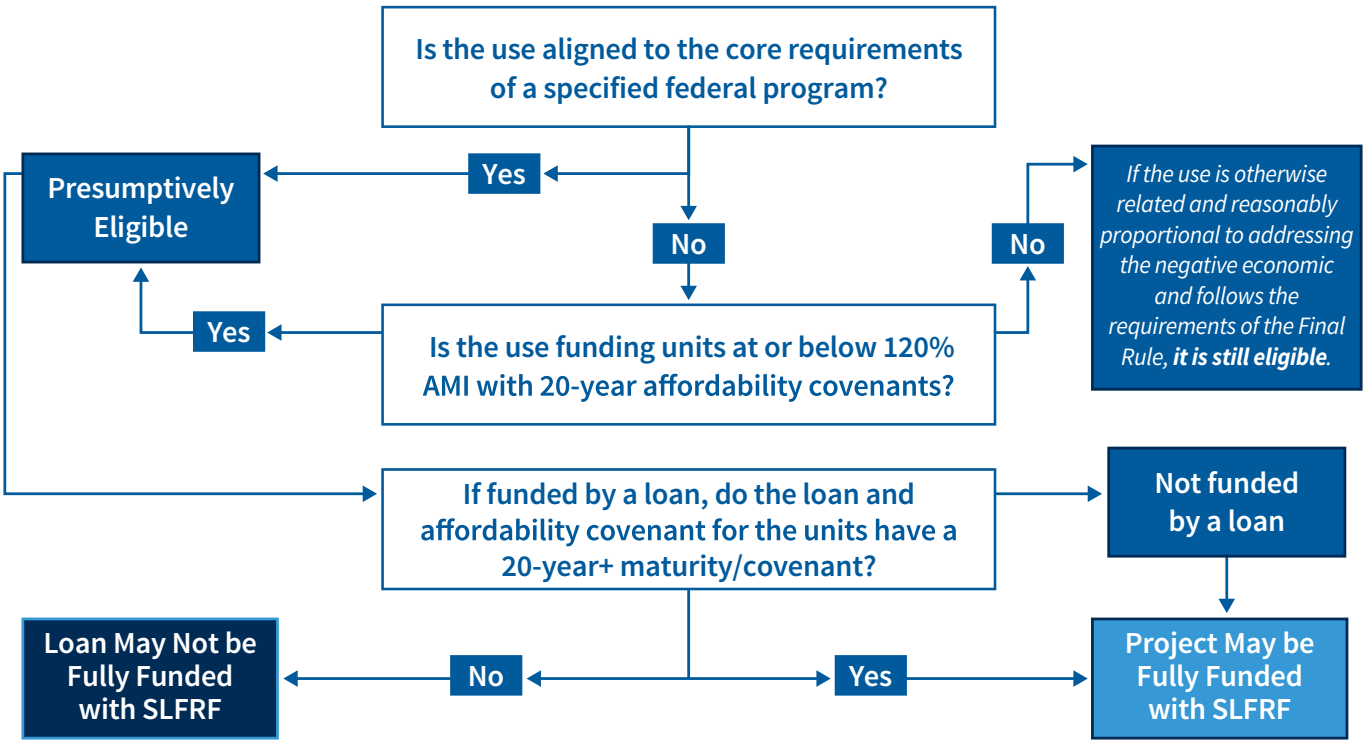
Third, Treasury will presume that any affordable housing project that is participating or approved to participate in the following federal housing programs is an eligible use of SLFRF funds as a response to the negative economic impacts of the pandemic:

- **[NEW]** Projects financed under the Section 108 Loan Guarantee Program (administered by HUD).

Fourth, Treasury will presume that financial support for an affordable housing project that is or will be financed with a loan that is purchased by Fannie Mae or Freddie Mac (each, a GSE) is an eligible use of SLFRF funds as a response to the negative economic impacts of the pandemic to the extent that the loan purchased by Fannie Mae or Freddie Mac is:

- **[NEW]** considered by the GSE to be fully or partially "mission driven" under FHFA's definition of "Loans on targeted affordable housing properties," in Appendix A: Multifamily Definitions of the 2024 Scorecard for Fannie Mae and Freddie Mac
- **[NEW]** purchased under Fannie Mae's Sponsor-Dedicated Workforce Housing Program, Fannie Mae's Sponsor-Initiated Affordability Program, Freddie Mac's Workforce Housing Preservation Program, or otherwise considered by the GSE to be fully or partially "mission driven" under FHFA's definition of "Loans to preserve affordability at workforce housing properties," in Appendix A: Multifamily Definitions of the 2024 Scorecard for Fannie Mae and Freddie Mac

Eligibility of Development, Repair, and Operation of Affordable Housing Under the Final Rule



Additional Uses

- A broader range of affordable housing investments may also be eligible uses of SLFRF funds under the final rule if they are related and are reasonably proportional to addressing the negative economic impacts of the pandemic and otherwise meet the final rule's requirements. Depending on the needs of the local rental market, it may be reasonably proportional to address the negative economic impacts of the pandemic by funding units even above 120% AMI that do not fall into the presumptively eligible categories listed above.

- Recipients may consider offering down payment assistance. Examples of this assistance include:
  - contributions to a homeowner's equity at origination; or
  - establishing a post-closing mortgage reserve account on behalf of the borrower that may be utilized to make a missed or partial mortgage payment at any point during the life of the loan (e.g., if the borrower faces financial stress).

- Homeownership assistance that would be eligible under the Community Development Block Grant (at 24 CFR 507.201(n)) is also an eligible use of SLFRF funds.

- Recipients may offer support to any rural household which received a guaranteed loan under the USDA's Section 502 Guaranteed Loan Program, including direct cash transfers, to enable that household to pay for housing costs.

Flexibilities and Requirements for Long-Term Loans for Affordable Housing:

Treasury has concluded that the features of certain long-term loans significantly mitigate concerns about funds being deployed for purposes of recycling funds, potentially for ineligible uses, following the SLFRF program's expenditure deadline. Treasury has determined that SLFRF funds may be used to finance certain loans that support affordable housing investments. Specifically, under the PH-NEI eligible use category, recipients may use SLFRF funds to make loans to finance affordable housing projects, funding the full principal amount of the loan, if the loan and project meet the following requirements:

1. The loan has a term of not less than 20 years;

2. The affordable housing project being financed has an affordability period of not less than 20 years after the project or assisted units are available for occupancy after having received the SLFRF investment; and

3. To protect affordability, the project owners of any properties receiving SLFRF loans which also receive LIHTC financing must agree to waive their right to request a qualified contract as defined in Section 42(h)(6)(F) of the Internal Revenue Code and repay any loaned funds if the property becomes noncompliant.

Loans that fund investments in affordable housing projects under the PH-NEI eligible use category which meet the above criteria will be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to program income rules. Loan modifications will be permitted if the modifications do not result in repayment of all or substantially all funds to the lender prior to the end of the affordability period. To reduce administrative complexity, the start date of the 20-year affordability covenant may conform to the start date of other covenants on the same project or units that are required by another source of federal or state funding associated with the project or units.

Layering SLFRF with Other Funding Opportunities

SLFRF may be combined with a wide range of other federal, state, local, and private resources to meet housing needs. The rest of this guide provides an overview of possible combinations and uses of resources. Recipients using SLFRF in conjunction with another federal program must comply with all related statutory and regulatory requirements and policies of both programs, including the capital expenditure requirements and the requirement that if a project is only partially funded with SLFRF, the portion of the project funded must be an eligible use under the SLFRF program.[4]

1. Flexible funding for new construction and substantial rehabilitation of affordable housing

SLFRF may help fill gaps and expedite the construction or rehabilitation of thousands of affordable housing projects around the nation that face funding gaps, in many cases due to the impacts of COVID-19 and the resulting economic challenges on materials and labor costs. Recipients also could use these funds to support "shovel ready" projects that have received other funding approvals from federal, state, local government, or private sources. Examples include:

- **LIHTC projects:** SLFRF may fill funding gaps to projects that received an allocation of 9 or 4 percent LIHTC, for new construction or preservation of affordable rental housing.

4 For more information about capital expenditure requirements, refer to the final rule and pages 30-31 of the Overview of the Final Rule. For more information about blending and braiding SLFRF funds, refer to Final Rule FAQ 4.8.

- **Federal Housing Administration (FHA) multifamily mortgage insurance:** HUD's Office of Multifamily Housing insures new construction and substantial rehabilitation loans for the construction or substantial rehabilitation of rental or cooperative housing under section 221(d)(4) of the National Housing Act. These loans are often not sufficient to cover the entire cost of these transactions, and SLFRF could provide necessary additional financing to make the projects financially viable. The 221(d)(4) program includes key goals and requirements related to federal wage rates and environmental reviews.

- **HOME and HTF:** The HOME program, through which funds are provided to state and local governments designated as Participating Jurisdictions (PJs), and HTF, which provides formula funds to states, may be used for acquisition, rehabilitation, and new construction of affordable homeownership or rental housing. Recipients may align SLFRF with these HUD programs to meet affordable housing production and repair goals.

- **HOME-ARP:** The American Rescue Plan provided funding to PJs to assist qualifying populations. SLFRF may be layered with HOME-ARP to acquire, rehabilitate, or newly construct rental housing for eligible populations.

- **Project-Based Vouchers (PBVs):** Recipients may partner with their local Public Housing Authorities (PHAs), which may be able to award PBVs to support construction or rehabilitation of units pursuant to section 8(o)(13) of the U.S. Housing Act of 1937.

- **Recapitalization of Public Housing through HUD's Rental Assistance Demonstration (RAD):** Many PHAs are undertaking substantial rehabilitation of public housing or repositioning public housing and adding new homes under RAD. SLFRF may fill gaps in these RAD transactions or may be used as a flexible source to support Faircloth-to-RAD housing transactions, which allow PHAs to add new affordable housing.

- **Community Development Block Grants (CDBG) and Section 108 Loan Guarantee Program**: SLFRF may be combined with CDBG funding that states, metropolitan cities, and urban counties receive annually to support rehabilitation, conversion, or reconstruction projects. Recipients may align SLFRF with CDBG or Section 108 Loan Guarantee Program financing to make eligible affordable housing investments.

- **Rural Housing:** SLFRF funds may be combined with loans under USDA's Section 515 Multifamily Housing Direct Loan Program to construct affordable multifamily rental housing for households with very low, low or moderate incomes in eligible rural areas. Funds may also be provided to develop affordable rental housing in rural areas for any project benefitting from a loan guarantee under USDA's Section 538 Multifamily Housing Loan Guaranteed Program.

- **Workforce Housing:** SLFRF funds may be used to preserve affordable workforce housing units. Funds may be used in the capital stack of any project that is partially financed by a loan purchased by Fannie Mae under its Sponsor-Dedicated Workforce Housing Program or Sponsor-Initiated Affordability Program, or purchased by Freddie Mac under its Workforce Housing Preservation Program.

- **Choice Neighborhoods Program:** The Choice Neighborhoods (CN) Program provides funding to cities, public housing authorities and tribes to redevelopment severely distressed HUD public housing and other HUD-assisted housing projects which are located in low-income neighborhoods. SLFRF funds could supplement a Choice Neighborhood Implementation Grant to replace severely distressed public housing and provide housing that decreases the concentration of very-low income families.

- **Supportive Housing:** SLFRF funds could support projects receiving capital advances to finance the development of supportive housing for very low-income elderly persons under HUD's Section 202 program. SLFRF funds could also support projects receiving capital advances to finance supportive rental housing for persons with disabilities or provide project rental assistance under HUD's Section 811 programs.

2. Rehabilitation and Adaptive Reuse

Recipients may use SLFRF to acquire properties that will be transitioned into affordable housing for households that experienced the negative economic impacts of the pandemic. This could include acquisition of market rate rental properties, motels, or commercial properties that will be converted to affordable housing, or acquisition and preservation of publicly supported affordable housing. SLFRF may finance retrofits and weatherization of properties to improve energy efficiency, potentially by leveraging new federal funding such as the Department of Energy's Weatherization Assistance Program, or infrastructure resources.

Opportunities for layering with **FHA Multifamily mortgage insurance include**:

- **HUD's Mortgage Insurance for Purchase or Refinancing of Existing Multifamily Rental Housing under Section 223(f) of the National Housing Act:** FHA insures loans that offer fixed-rate, non-recourse financing for up to 35 years and allow for a modest number of repairs and energy efficiency retrofits as part of the transaction. A jurisdiction could layer SLFRF with a Section 223(f) loan to finance property acquisition or refinance.

- **FHA Risk Share:** In the Risk Share model, HUD delegates authority to HFAs to underwrite multifamily loans in exchange for taking on a portion of the risk in the transaction. Recipients may layer SLFRF resources with a Risk Share loan to fund the acquisition or refinancing of affordable properties. Currently 37 HFAs are approved to use Risk-Share and 22 of those have active programs, or are finalizing onboarding, with the Federal Financing Bank Risk Sharing Initiative to maximize these purchase/refinance opportunities.

SLFRF also may be used to convert vacant or abandoned properties to affordable housing in disproportionately impacted communities. For example, SLFRF may be:

- layered with Section 108 Loan Guarantee Program funds for the eligible housing portion of a mixed use development;
- combined with HOME or HTF to provide deeply affordable units within mixed-income developments;
- combined with Section 514/516 Farm Labor Housing Direct Loans and Grants to repair or rehabilitate housing for domestic farm laborers;
- utilized to convert office buildings to condominiums for homeownership;
- employed to finance the conversion of industrial or commercial properties to housing; or
- used to acquire vacant lots for affordable housing development.

3. Predevelopment

Recipients may use SLFRF to help fund pre-project development activities, which could include site work and land acquisition, that precede housing development or rehabilitation of affordable housing.

- **Land acquisition:** Recipients may use SLFRF to acquire land for future development or within existing land acquisition programs for purposes of affordable housing investments, including those funded with CDBG or Section 108 Loan Guarantee Program funds.

- **Predevelopment and site work:** SLFRF may be used for predevelopment activity and site work to lay the ground for affordable housing development. Recipients planning to layer SLFRF with HOME for new construction should review HUD environmental review and planning requirements.

Opportunities to Use Limited Funds

Even if a recipient only has a small amount of funds remaining unobligated, there are a variety of eligible housing related uses that do not require significant capital investment. These include:

- Subgrants to an organization for eligible uses under the CDBG program;
- Funding pre-development activities to enable future housing projects;
- Providing bill credits to homeowners to offset rising utility or insurance costs;
- Conducting home energy audits to support weatherization improvements of affordable housing;
- Establishing a Community Land Trust; or
- Forgiving fines and fees that would otherwise result in eviction or foreclosure.

Please note that this Affordable Housing Guide is provided for informational purposes only and is intended to provide examples of ways that recipients can consider using SLFRF to invest in the development, repair, and operation of affordable housing. The examples provided in this document are derived from the eligible uses of funds discussed in the SLFRF final rule and associated guidance, including the Final Rule FAQs. Recipients should refer to Treasury's final rule and guidance for more information about SLFRF eligible uses and other program requirements, including Final Rule FAQ 4.8, which provides more information about requirements for blending and braiding SLFRF funds. SLFRF funds are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

For More Information:

Resources from Treasury for State and Local Fiscal Recovery Funds

Please visit the State and Local Recovery Funds website, final rule, final rule overview, final rule FAQs, the Overview of the 2023 Interim Final Rule , and Compliance and Reporting Guidance. Questions should be sent to slfrf@treasury.gov.

Resources from the Department of Housing and Urban Development

Low-Income Housing Tax Credit

Mortgage Insurance for Purchase or Refinancing of Existing Multifamily Rental Housing

Housing Finance Agency Risk Sharing

HOME Investment Partnerships Program

Housing Trust Fund

Recapitalization of Public Housing through HUD's Rental Assistance Demonstration (RAD)

Project Based Vouchers

Community Development Block Grants

Section 108 Loan Guarantee Program

HOME-ARP

Choice Neighborhoods Program

Section 202 Supportive Housing for the Elderly

Section 811 Supportive Housing for Persons with Disabilities

Resources from the U.S. Department of Agriculture

Section 502 Single Family Housing Direct Home Loans

Section 514/516 Farm Labor Housing Direct Loans and Grants

Section 538 Multifamily Housing Loan Guarantees

Resources about Programs Operated by Government-Sponsored Enterprises (GSEs)

Fannie Mae Sponsor-Dedicated Workforce Housing Program

Fannie Mae Sponsor-Initiative Affordability Program

Freddie Mac Workforce Housing Preservation Program

2024 FHFA Scorecard for Fannie Mae and Freddie Mac


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