

**CITY OF BERKLEY PUBLIC NOTICE
REGULAR CITY COUNCIL MEETING
Monday, April 1, 2024
7:00 P.M. – City Hall
248-658-3300**

**CALL 40th COUNCIL TO ORDER
APPROVAL OF AGENDA
MAYOR-LED MOMENT OF REFLECTION
PLEDGE OF ALLEGIANCE
PUBLIC COMMENT
ORDER OF BUSINESS**

Consent Agenda

1. **APPROVAL OF THE MINUTES**: Matter of [approving the minutes](#) of the 40th Regular City Council meeting on Monday, March 18, 2024 and Special City Council meeting on Monday, March 18, 2024.
2. **MOTION NO. M-20-24**: Matter of [approving the 2024 Summer Maintenance Agreement](#) between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$1,764 which will be paid in two installments, \$1,146.60 due in September 2024 and \$617.40 due upon completion of last maintenance activity.
3. **RESOLUTION NO. R-06-24**: Matter of [adopting a Resolution](#) of the Council of the City of Berkley, Michigan authorizing the West Nile Virus Expense Reimbursement Request.
4. **PROCLAMATION NO. P-03-24**: Matter of [proclaiming and recognizing](#) the volunteers of the City of Berkley and declaring the week of Sunday, April 21–Saturday, April 27, 2024 as Volunteer Week.
5. **PROCLAMATION NO. P-04-24**: Matter of [proclaiming Sunday, April 21–Saturday, April 27, 2024](#) as Arbor Week.

Regular Agenda

1. **RECOGNITIONS/PRESENTATIONS**: Matter of receiving any recognitions or presentations from the Consent Agenda.
2. **MOTION NO. M-21-24**: Matter of [approving a modification](#) to the Collective Bargaining Agreement between the City of Berkley and the Police Officers Labor Council Command Officers Association.
3. **MOTION NO. M-22-24**: Matter of [approving a modification](#) to the Collective Bargaining Agreement between the City of Berkley and the Police Officers Labor Council Patrol Officers Association.
4. **MOTION NO. M-23-24**: Matter of [approving the purchase](#) of a new Line Painting Machine in the amount of \$5,819 from Sherwin Williams Inc. This purchase would utilize the Sourcewell Cooperative Purchasing Program. Funds are allocated in the 2023-2024 Fiscal Budget under account number 101-441-982-000 (Public Works Equipment-\$10,000).
5. **MOTION NO. M-24-24**: Matter of [awarding the 2024-2026 Preventative Pavement Maintenance Contract](#) to the lowest qualified bidder, SJR Pavement Repair, in the amount of \$342,000. Funding for this program has been budgeted under account numbers 202-464-818-000 and 203-464-818-000.
6. **MOTION NO. M-25-24**: Matter of [awarding the Cross Connection Control Program](#) to HydroCorp located at 5700 Crooks Road, Troy, Michigan for a (3) three-year term.
7. **MOTION NO. M-26-24**: Matter of [awarding the 2024-2026 As-Needed Construction Services Contract](#) to the lowest qualified bidder, CMV Landscape and Equipment Co. of Roseville, Michigan. Funding for this program has been budgeted under account numbers 202-464-818-000, 203-464-818-000, 592-536-982-000, and 592-536-818-000.

8. **MOTION NO. M-27-24**: Matter of [appointing D'Angelo Bros](#) as the Emergency Contractor for Water and Sewer Emergency Repair Services utilizing The Oakland County Cooperative Contract Number 008856.
9. **MOTION NO. M-28-24**: Matter of [authorizing the Mayor to execute](#) a third-party Specialized Services Operating Assistance contract between SMART and the City of Berkley for public transportation services primarily designed for senior citizens and persons who are disabled. The contract period for this program is from October 1, 2023 to September 30, 2024.
10. **MOTION NO. M-29-24**: Matter of [approving a Downtown Development Authority](#) (DDA) event, "Berkley Pride Block Party" on Robina south of 12 Mile Road, on Gardner south of 12 Mile Road, and in the Municipal Parking Lot located between those two roads, on Sunday, June 23, 2024 from 1 to 5 pm. Approval is conditional upon the submission of required items and documents prior to the event date.
11. **MOTION NO. M-30-24**: Matter of [approving a Downtown Development Authority](#) (DDA) event, "Downtown Berkley Farmers Market" on Robina south of 12 Mile Road, on Thursdays from 9 am to 3 pm, starting June 6, 2024 through October 31, 2024. Approval is conditional upon the submission of required items and documents prior to the event date.
12. **MOTION NO. M-31-24**: Matter of [approving a Downtown Development Authority](#) (DDA) event, "BOOKley Monster Mash Block Party" on Coolidge between 12 Mile and Catalpa on Saturday, October 26, 2024 from noon to 5 pm and authorizing the road closure of Coolidge on that date. Approval is conditional upon the submission of required items and documents prior to the event date.
13. **ORDINANCE NO. O-04-24**: Matter of [considering the First Reading](#) of an ordinance of the City Council of the City of Berkley, Michigan to Amend Article II of Chapter 130, Vegetation, of the City of Berkley Code of Ordinances to Modify Section 130-34, Administration of Article.
14. **MOTION NO. M-32-24**: Matter of [approving a contract with Nate Geinzer](#) to provide interim manager services.
15. **MOTION NO. M-33-24**: Matter of [authorizing the Mayor](#) to enter into a contract with GovHR USA to provide city manager search services.

COMMUNICATIONS

ADJOURN

Note: The City of Berkley will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Victoria Mitchell, ADA Contact, Berkley City Hall, 3338 Coolidge Highway, Berkley, MI 48072 (1-248-658-3310).

Note: Official minutes of City Council Meetings and supporting documents for Council packets are available for public review in the City Clerk's Office during normal working hours. Anyone wishing to submit correspondence for the meeting may send an email to clerk@berkleymich.net or call 248-658-3310 by 5 p.m. on the day of the meeting.

THE REGULAR MEETING OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 7:00 PM ON MONDAY, MARCH 18, 2024 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker
Councilmember Clarence Black
Mayor Pro Tem Ross Gavin
Councilmember Dennis Hennen
Councilmember Gregory Patterson
Councilmember Jessica Vilani
Mayor Bridget Dean

OTHER STAFF PRESENT:

City Manager Matt Baumgarten
City Attorney Ann Christ
City Clerk Victoria Mitchell
Community Engagement Officer Caitlin Flora
Facilities Manager Alex Brown
Community Development Director Kristen Kapelanski
Emergency Management Director Jack Blanchard

APPROVAL OF AGENDA

Mayor Pro Tem Gavin moved to approve the Agenda as amended.
Seconded by Councilmember Vilani
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean
Nays: None
Motion Approved.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Andrew Assenmacher, Berkley, spoke regarding the scope of the project on Gardner.

Oakland County Treasurer Robert Wittenberg submitted an email regarding the Oakland County Treasurer's Office Foreclosure Prevention efforts. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call 248-858-0611 or visit www.oakgov.com/treasurer.

Joel Ulferts, Berkley, submitted an email following up on a request he made three months ago to determine if a Jade Strategies Service Agreement was agreed to by Council.

Consent Agenda

Councilmember Hennen moved to approve the Consent Agenda as corrected, seconded by Councilmember Black:

APPROVAL OF THE MINUTES: Matter of approving the minutes of the 40th Regular City Council meeting on Monday, March 4, 2024 and Special City Council meeting on Monday, February 26, 2024 with corrections changing the motion maker and Councilmember Baker's vote from Aye to Nay on O-02-24.

WARRANT: Matter of approving Warrant No. 1396.

MOTION NO. M-14-24: Matter of approving the agreement for IT Services between Oakland County and City of Berkley and authorizing the City Manager to sign on the City's behalf.

ORDINANCE NO. O-03-24: Matter of considering the Second Reading and Adoption of an ordinance to amend Section 30-107, Inspection of owner-occupied business properties of the City of Berkley Code of Ordinances to update the policies and procedures for inspection of owner-occupied business properties.

PROCLAMATION NO. P-02-24: Matter of receiving a Proclamation of Appreciation for Former Mayor Maybelle Fraser.

Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black, and Dean

Nays: None

Motion Approved.

Regular Agenda

RECOGNITIONS/PRESENTATIONS: Matter of any recognitions or presentations from the Consent Agenda.

Proclamation P-02-24 was read in its entirety by Mayor Dean.

Sue Richardson, Chairperson of the Historical Committee, and Carol Bowman, Maybelle's daughter, were present to speak on behalf of and honor late Mayor Maybelle Fraser.

PRESENTATION: Matter of receiving a presentation from the City of Berkley Tree Board.

Kathleen Karlis, Chairperson of the Tree Board, reported on the Board's accomplishments in the past year and what they want to accomplish in this new year.

PRESENTATION: Matter of receiving a presentation from Communications Director Caitlin Flora regarding the City's new website.

Presentation received from Communications Director Caitlin Flora providing a sneak peek of the City's new website expected to debut this spring.

MOTION NO. M-15-24: Motion to receive the resignation of the City Manager and approve the terms of the separation agreement.

Councilmember Patterson moved to approve Motion No. M-15-24

Seconded by Mayor Pro Tem Gavin

Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean

Nays: None

Motion No. M-15-24 Approved.

MOTION NO. M-16-24: Motion to create an ad hoc search committee for the selection of an interim City Manager and a new City Manager.

Councilmember Black moved to approve Motion No. M-16-24

Seconded by Councilmember Baker

Ayes: Patterson, Vilani, Baker, Black, Gavin, Hennen and Dean

Nays: None

Motion No. M-16-24 Approved.

Mike Wiacek, Berkley, spoke regarding M-16-24.

MOTION NO. M-17-24: Matter of approving the contract with Johnson Controls to complete Phase 1 of the HVAC replacement project at a cost of \$1,936,690. This project is being funded by both a federal and state grant.

Mayor Pro Tem Gavin moved to approve Motion No. M-17-24

Seconded by Councilmember Hennen

Ayes: Vilani, Baker, Black, Gavin, Hennen, Patterson and Dean

Nays: None

Motion M-17-24 Approved.

Tom Merritt, Berkley, spoke regarding M-17-24.

Greg DuRoss, Berkley, read a list of questions regarding M-17-24.

Charles Tyrrell, Berkley, spoke regarding M-17-24.

Mike Wiacek, Berkley, spoke regarding M-17-24.

Joshua Hunter, Berkley, submitted an email asking Council to reject motion M-17-24. He had a list of questions he would like answers to.

MOTION NO. M-18-24: Matter of approving the “Berkley Art Bash” event on Saturday, June 8, 2024 from 10 a.m.-6 p.m. on 12 Mile Road for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.

Councilmember Baker moved to approve Motion No. M-18-24

Seconded by Councilmember Vilani

Ayes: Baker, Black, Gavin, Hennen, Patterson, Vilani and Dean

Nays: None

Motion M-18-24 Approved.

MOTION NO. M-19-24: Matter of approving the “Berkley Street Art Fest” event on Saturday, July 13, 2024 from 11 a.m.-5 p.m. on Coolidge Highway between Catalpa and Beverly for the Berkley Area Chamber of Commerce, P.O. Box 72-1253. Approval is conditional upon the submission of required items and documents prior to event dates.

Councilmember Vilani moved to approve Motion No. M-19-24

Seconded by Councilmember Patterson

Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker and Dean

Nays: None

Motion M-19-24 Approved.

MOTION NO. M-20-24: Matter of considering the Special Land Use approval for 2758 Coolidge. The applicant, Daniel Haberman, on behalf of Upper Michigan Land Company, is requesting approval for the occupation of the property to be used as an office in the Downtown District, on the east side of Coolidge Highway, south of Franklin Road.

Councilmember Hennen moved to approve Motion No. M-20-24

Seconded by Mayor Pro Tem Gavin

Ayes: None

Nays: Gavin, Hennen, Patterson, Vilani, Baker, Black and Dean

Motion M-20-24 Failed.

Applicant Dan Haberman, Upper Michigan Land Company, described the type of business they do and why they're excited to move to Berkley. He said the Planning Commission reviewed the project against current standards and recommended that the special land use be approved.

Roman Laczkovich, Berkley, spoke regarding M-20-24. *He also submitted an email stating his concerns.*

Julie LaFramboise, Berkley, spoke regarding M-20-24.

Desiree Dutcher, spoke regarding M-20-24.

Molly Patterson, owns Perch on Coolidge, spoke regarding M-20-24.

Mike Wiacek, Berkley, asked about DDA involvement.

Nick Capliard, owns Perch on Coolidge, spoke regarding M-20-24.

MOTION NO. M-21-24: Matter of approving the appointment of Craig Childers as an alternate to the Zoning Board of Appeals.

Councilmember Patterson moved to approve Motion No. M-21-24

Seconded by Councilmember Hennen

Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin and Dean

Nays: None

Motion M-21-24 Approved.

RESOLUTION NO. R-05-24: Matter of adopting a resolution urging State leaders to address the inadequacy of State Statutory Revenue Sharing and encouraging other Michigan cities to join in this effort.

Councilmember Hennen moved to approve Resolution No. R-05-24

Seconded by Councilmember Vilani

Ayes: Patterson, Vilani, Baker, Black, Gavin, Hennen and Dean

Nays: None

Resolution R-05-24 Approved.

COMMUNICATIONS

MAYOR PRO TEM GAVIN

- Parks and Recreation Advisory Board will meet on Thursday, March 21st at 7 p.m. in the Community Center.
- The Library Board will next meet on March 20th at 7p.m. at the Library.
- Congratulated Mayor Dean on her completion of Level Three of Elected Officials Academy (EOA) and Councilmember Hennen on his completion of Level Four of the EOA; both are highly significant and show a level of commitment to deepen their knowledge of local government and bring back best practices to the City.

COUNCILMEMBER VILANI

- The Berkley Environmental Advisory Committee will meet on March 19th at 6:30 p.m. in the second-floor conference room of Public Safety.
- Native Plant Sale will take place on Sunday, May 19th from 10 a.m. to 2 p.m. at the Community Center.
- Berkley Area Chamber Chat will be on April 19th from 8:30 a.m. to 9:30 a.m. at Berkley Eyewear on Coolidge; all are welcome to attend.
- Ullman's is celebrating its fifth anniversary on April 19th with a party from 5-7 p.m. You may call, email, or visit the store to RSVP but if you show up you can enjoy a tea, cocktail, raffles, freebies, and specials.
- March is Reading Month; we are so fortunate to have a wonderfully curated library with incredibly helpful librarians and resources for everybody.
- Congratulated her colleagues on their MML awards; said that it was great to spend time with everyone learning.

COUNCILMEMBER PATTERSON

- The Planning Commission meeting scheduled for March 19th was cancelled; there were no applicants.
- The Planning Commission will hold a special meeting on April 10th for a proposed daycare on Mortenson and go over Zoning Ordinances Steering Committee and the zoning ordinance rewrite.
- Library Director Matt Church was recently published in the Journal of Library Administration; congratulations to him, it was a great article.

COUNCILMEMBER BLACK

- The Committee on Technology and Engagement is accepting applications for appointments through April 30th; encouraged everyone that is thinking about it to get engaged.
- As a softball parent, remember to help batters out with fundraising this Spring. The kids need our help, let's help them out where we can.

COUNCILMEMBER HENNEN

- Tree Board will meet on March 25th.
- Zoning Board of Appeals will meet on April 8th for a side yard generator.

COUNCILMEMBER BAKER

- The Berkley Historical Museum is honoring Maybelle Fraser; please visit their fantastic display. The Museum is open on Sundays from 2-4 p.m. and on Wednesdays from 10 a.m.–1 p.m. as well as online at berkleyhistory.com.
- Downtown Development Authority met on March 13th; thanked Andy Gilbert for his many years of service, tremendous work, vision, leadership, and passion to help make many of the projects that we now take for granted happen in the first place.
- Congratulated Mateo Passalacqua and Desiree Power for stepping into leadership roles until the next batch of elections in July.
- Thanked Tim Barnes for representing 12 Mile; as part of the DDA process, they are structured to have four representatives from Coolidge, four representatives from 12 Mile, and then four at large including the school district. The DDA will be filling two seats: one on Coolidge and one on 12 Mile.
- Hooray for Leprechaun's Night Out last Thursday, look for more really fun things here coming up. To learn about those fun things go to downtownberkley.com
- Margaret Wheatley once said, "There is no power for change greater than a community discovering what it cares about."
- Said he had the pleasure of moderating a session at the MML Capital Conference regarding Community Excellence awards; offered three tidbits which he said could apply here: 1) 'water the bamboo', meaning things take time but plant those seeds and continue to invest with an eye to the larger vision; 2) the passion of volunteers is what makes projects grow, and 3) progress involves risk.
- Please hug someone you love, it's an expression of humanity and it means a lot.

CITY MANAGER MATT BAUMGARTEN

- Congratulated Director Church on his published article.
- Said we are currently on track to have the draft budget out in early April. Congratulated department directors for the work, knowledge, and expertise they put into the budget as well as their service to the community.

CITY ATTORNEY ANN CHRIST

- None.

MAYOR DEAN

- Wished Ulie and Roman congratulations on their fifth anniversary in the City. She said as a former small business owner, she knows what an accomplishment that is.

- In regards to the MML Conference, said she enjoyed the opportunity to network with other elected officials from all over Michigan and that she learned many things. Many of the problems that we face in Berkley are faced by other municipalities; we are not alone in the challenges that we face.
- One thing in particular came up at the Michigan Women in Municipal Government Luncheon she and Councilmember Vilani attended: people work in local government because they want to make a difference. Gave a shout out to department heads and city staff for the fine work they do every day. Please don't let anyone make you feel anything but proud of who you are; do not allow anyone to make you feel less than because you're not.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Regular Meeting at 9:12 p.m.

Seconded by Mayor Pro Tem Gavin

Ayes: Baker, Black, Gavin, Hennen, Patterson, Vilani and Dean

Nays: None.

Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk

THE SPECIAL MEETING OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 6:00 PM ON MONDAY, MARCH 18, 2024 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker Councilmember Gregory Patterson
 Councilmember Clarence Black Councilmember Jessica Vilani
 Mayor Pro Tem Ross Gavin Mayor Bridget Dean
 Councilmember Dennis Hennen

OTHER STAFF PRESENT:
City Clerk Victoria Mitchell
Labor Attorney Brandon Fournier

APPROVAL OF AGENDA

Councilmember Patterson moved to approve the Agenda.
Seconded by Councilmember Vilani
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker, and Dean
Nays: None
Motion Approved.

PUBLIC COMMENT

None.

REGULAR AGENDA

CLOSED SESSION: Matter of meeting in closed session to consider material exempt from discussion or disclosure by state or federal statute in accordance with the Open Meetings Act, MCL 15.268(h).
Mayor Pro Tem Gavin moved to approve entering into Closed Session
Seconded by Councilmember Patterson
Ayes: Gavin, Hennen, Patterson, Vilani, Baker, Black, and Dean
Nays: None

THE CLOSED SESSION OF THE FORTIETH COUNCIL OF THE CITY OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 6:05 PM ON MONDAY, MARCH 18, 2024 BY MAYOR DEAN

PRESENT: Councilmember Steve Baker Councilmember Gregory Patterson
 Councilmember Clarence Black Councilmember Jessica Vilani
 Mayor Pro Tem Ross Gavin Mayor Bridget Dean
 Councilmember Dennis Hennen

OTHER STAFF PRESENT:
City Clerk Victoria Mitchell
Labor Attorney Brandon Fournier

Material exempt from disclosure was discussed.

ADJOURNMENT:

Councilmember Hennen moved to adjourn the Closed Session at 6:38 p.m.
Seconded by Councilmember Patterson
Ayes: Black, Gavin, Hennen, Patterson, Vilani, Baker, and Dean
Nays: None
Motion Approved.

ADJOURNMENT:

Councilmember Black moved to adjourn the Special Meeting at 6:42 p.m.
Seconded by Councilmember Patterson
Ayes: Hennen, Patterson, Vilani, Baker, Black, Gavin, and Dean
Nays: None
Motion Approved.

Bridget Dean, Mayor

ATTEST:

Victoria Mitchell, City Clerk

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the 2024 Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley. The City will be reimbursed a total of \$1,764 which will be paid in two installments, \$1,146.60 due in September 2024 and \$617.40 due upon completion of last maintenance activity.

Ayes:

Nays:


Motion:



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS

3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Matthew Baumgarten, City Manager
Cc: Laurie Fielder, Interim Finance Director (via email)
Ric Chalmers, Assistant DPW Director (via email)
From: Shawn Young, DPW Director 
Date: March 11, 2024
Subject: 2024 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Berkley.

The City of Berkley has partnered with RCOC to provide summer maintenance activities (street sweeping) on 12 Mile Road between Greenfield and Woodward for several consecutive years. While Oakland County has jurisdiction over this roadway, the City is able to provide a higher level of service including several sweepings per year.

The full agreement is attached and RCOC reimburses the City based upon current bids and the following formula:

$$\text{\$183.75 per curb mile} \times 3.2 \text{ curb miles} \times 3 \text{ sweepings (maximum)} = \text{\$1,764.00}$$

Please note the unit pricing for 2023 is the same as 2022 as a result of current bids.

The reimbursement will be made in two installments, 65% (\\$1,146.60) in September 2022 and 35% (\\$617.40) upon completion of the last maintenance activity.

RCOC will be provided with updated policies and proof of liability insurance for Berkley personnel and equipment.

Feel free to call with any questions.



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

February 27, 2024

Shawn Young
Director of Public Works
City of Berkley
3338 Coolidge Highway
Berkley MI 48072

RE: 2024 Summer Maintenance Agreement

Dear Mr. Young:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Berkley for sweeping on Twelve Mile Road from Greenfield Road to Woodward Avenue. The frequency of the sweeping activity for this year remains at 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2024, and invoice for the remaining 35% upon completion of the last maintenance activity.

If the agreement is satisfactory, please attach certified copies of the resolution for approval by your City Council and return the two signed copies to this office for approval by the Board of Road Commissioners. One fully signed copy will be returned to you.

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done in connection with past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

DMH/lis
attachments

2024 SUMMER MAINTENANCE AGREEMENT
CITY OF BERKLEY

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2024, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the “Board and as the “Road Commission for Oakland County”) and the **City of Berkley**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. “Summer Maintenance,” herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board’s minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$1,764.00** as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2024
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board’s entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

The City shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of City to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2024, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit D).

Witnesses:

CITY OF BERKLEY
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,**
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

EXHIBIT A

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF BERKLEY

PRIMARY ROAD(S) TO BE MAINTAINED:

Twelve Mile Road, Greenfield Road to Woodward Avenue 3.2 Curb Miles

3.2 Curb Miles x \$183.75/Curb Mile = \$588.00 x 3 Sweepings = \$1,764.00

EXHIBIT B

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF BERKLEY

WORK TO BE PERFORMED:

Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times (once between April 15th and May 15th; once between July 15th and August 15th and once between September 15th and October 15th). The City may at its own expense sweep more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF BERKLEY

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland (“Board”), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter’s endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board a notice of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker’s compensation and employer’s liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not “endeavor to”) prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen’s Compensation Insurance:** The insurance shall provide protection for the City’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
--	--

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability)
 The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.

A RESOLUTION

of the Council of the City of Berkley, Michigan
authorizing the West Nile Virus
Expense Reimbursement Request

WHEREAS, Upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Reimbursement Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses including mosquito larvicide material charges; and

WHEREAS, the City of Berkley, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's 2024 West Nile Virus Reimbursement Program.

NOW, THEREFORE, THE CITY OF BERKLEY RESOLVES:

That the Mayor and City Council authorize the Director of Public Works, as an agent for the City of Berkley, to request reimbursement of eligible mosquito control material expenses under Oakland County's 2024 West Nile Virus Fund Program.

Introduced and Passed at a Regular City Council Meeting on Monday, April 1, 2024.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

I, Victoria Mitchell, being duly appointed City Clerk of the City of Berkley, hereby certify that this is a true and correct copy of Resolution **No. R-06-24**, which was approved by the Berkley City Council at its regular meeting held on Monday, April 1, 2024.

Victoria Mitchell, City Clerk



Transmittal Memo

To: Matthew Baumgarten, City Manager (via email)
Victoria Mitchell, City Clerk (via email)

From: Shawn Young, DPW Director

Date: March 20th, 2024

Subject: 2024 Oakland County West Nile Virus Reimbursement Program
Resolution for May 16th, 2022 City Council Meeting

As part of our participation in the 2024 Oakland County West Nile Virus Reimbursement Program, we are required to provide the attached resolution to the County by mid-June. This resolution authorizes staff to request reimbursement of program supplies.

On March 20th, 2024 the DPW submitted a West Nile Project Plan to Oakland County which outlined the planned activities for the calendar year. Our program focuses on the reduction of the Culex mosquito population by limiting breeding sites within the public right-of-way. This is accomplished each spring via the placement of larvicide tablets in approximately 1,500 storm structures (catch basins).

Berkley switches product every few years to reduce the likelihood of material resistance. The current larvicide is Natular XRT as supplied by Clarke Mosquito Control. The extended release tablets have a 150 day residual providing coverage throughout the summer and early fall.

The Oakland County Program provides for a partial reimbursement of our material costs based on population and road mileage. We anticipate a reimbursement of at least \$1844.72 but that has not been confirmed yet. See table below for a history of reimbursements:

PROGRAM FUNDING HISTORY

PROGRAM YEAR	REIMBURSEMENT
2013	\$2,010.84
2014	\$1,920.35
2015	\$1,920.35
2016	\$3,116.80
2017	\$1,920.35
2018	\$1,920.35
2019	\$1,920.35
2020	\$1,920.35
2021	\$1,920.35
2022	\$1844.72
2023	\$1844.72

Feel free to call with any questions or concerns. Thank you.

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Recognizing the Volunteers of the City of Berkley and
Declaring the week of Sunday, April 21 – Saturday, April 27, 2024
as Volunteer Week

- WHEREAS,** Throughout the history of the United States, the State of Michigan, and right here in the City of Berkley, citizens have actively volunteered their time, talent, and energy to improve the community; and
- WHEREAS,** Volunteers in Berkley enhance the quality of life of others by volunteering with service organizations, in schools, places of worship, hospitals, youth groups, as members of community boards, and with other organizations that benefit our community; and
- WHEREAS,** Volunteer service has been needed more than ever since the onset of the COVID-19 pandemic, with many individuals stepping up to assist others in need; and
- WHEREAS,** The spirit of volunteerism grows stronger in the face of even the most challenging situations; and
- WHEREAS,** National Volunteer Week was established 49 years ago in 1974 by President Nixon, as a special time to recognize the amazing contributions of volunteers.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BERKLEY HEREBY PROCLAIMS

- SECTION 1:** That the week of Sunday, April 21 – Saturday, April 27, 2024, shall be recognized as *Volunteer Week* in the City of Berkley.
- SECTION 2:** The Council of the City of Berkley extends immense gratitude to the many Berkley volunteers that devote countless hours each year to enhance and uplift our entire community.

Proclaimed this 1st day of April 2024 at a Regular Meeting of the Berkley City Council.

Attest:

Bridget Dean, Mayor

Victoria Mitchell, City Clerk

A PROCLAMATION
of the Council of the City of Berkley, Michigan
Celebrating the 152nd Anniversary of Arbor Day
and Designating the week of
Sunday, April 21st– Saturday, April 27th, 2024 as Arbor Week

WHEREAS, Arbor Day was first celebrated in 1872 in Nebraska as a special day set aside for planting trees, and that first year it was observed by planting more than a million trees; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, The City of Berkley is proud to be a recipient of the Tree City USA Award for the 34th consecutive year; and

WHEREAS, In 2004 Berkley became the first community in the State of Michigan to receive the Sterling Award as a leader and innovator in community forestry; and

WHEREAS, Trees can reduce erosion by wind and water, cut heating and cooling cost, moderate the temperature, clean the air, provide habitat for wildlife, increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community; and

WHEREAS, Trees play a critical role in controlling stormwater runoff by reducing the amount of water that enters combined sewer systems.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF BERKLEY HEREBY PROCLAIMS

SECTION 1: That Friday, April 26th, 2024 shall be designated as Arbor Day in the City of Berkley.

SECTION 2: That the week of Sunday, April 21st – Saturday, April 27th, 2024 shall be designated as Arbor Week in the City of Berkley.

SECTION 3: The City of Berkley urges all citizens, government agencies, public and private institutions, businesses, and schools in the City of Berkley to nurture and care for existing trees, as well as plant new ones, and to become aware of how beneficial trees are to the Earth’s beauty and environment.

SECTION 4: The City of Berkley urges all residents to support the Berkley Tree Board, celebrating their 34th Anniversary, pursuing various programs with the goal of making the community aware of the importance of trees and other natural vegetation.

SECTION 5: In celebration of the above, the Department of Public Works and Tree Board will be planting new trees in Bacon Park on Saturday, April 27th.

Proclaimed this 1st day of April 2024 at a Regular Meeting of the Berkley City Council.

Bridget Dean, Mayor

Attest:

Victoria Mitchell, City Clerk

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a modification to the Collective Bargaining Agreement between the City of Berkeley and the Police Officers Labor Council Command Officers Association.

Ayes:

Nays:

Motion:



MEMORANDUM

To: Mayor Dean and City Council
From: Matthew Baumgarten, City Manager
Date: April 1, 2024
Subject: Collective Bargaining Agreement with Police Officers Labor Council (POLC)

Madam Mayor and Members of City Council,

Included for your consideration is a modification to our existing labor agreements with the Police Officers Labor Council which represents both the Command and Patrol Officers in our Public Safety Department. Our current collective bargaining agreements (CBA) with these two divisions were approved in 2021 and are set to expire in 2025. When initially approved, all parties mutually agreed upon a wage scale for each year of the agreement. However, as we reached the halfway point of the collective bargaining in 2023, comparable departments had started to offer higher wages. This has harmed our ability to recruit and retain Public Safety Officers.

Late last year, the Mayor and Administration approached our officers about modifying the collective bargaining agreement to include two flat wage increases in in 2024 and 2025 that would be in addition to the percentage increases already agreed upon in the original CBA.

Both POLC divisions agreed to a proposal that would adjust the PSO wage scale at all steps as follows:

\$3,500.00 to be paid on the first full pay period after ratification by both parties

\$5,000.00 to be paid as of January 1, 2025

As stated, all previously agreed upon percent increases will also be awarded as of July 1st of the two remaining years of the CBA.

These increases bring us closer to the midpoint of our comparable jurisdictions and are a step toward reaching our goal of recruiting and retaining high-quality officers to keep the City of Berkley safe.

Thank you for your time and consideration on this matter,

Matthew Baumgarten
Berkley City Manager

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a modification to the Collective Bargaining Agreement between the City of Berkeley and the Police Officers Labor Council Patrol Officers Association.

Ayes:

Nays:

Motion:

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve the purchase of a new Line Painting Machine in the amount of \$5,819 from Sherwin Williams Inc. This purchase would utilize the Sourcewell Cooperative Purchasing Program. Funds are allocated in the 2023-2024 Fiscal Budget under account number 101-441-982-000 (Public Works Equipment-\$10,000).

Ayes:

Nays:


Motion:



Transmittal Memo

To: Matthew Baumgarten, City Manager

Cc: Laurie Fielder, Finance Director
Victoria Mitchell, City Clerk

From: Shawn Young, DPW Director 

Date: March 11th, 2024

Subject: Recommendation for Award – Line Painting Equipment

As part of the FY 2023-2024 budget process, \$10,000 in funds were allocated for the purchase of a new Line Painting Machine in account number 101-441-982-000. This machine would replace the recently our existing machine that is over 20 years old. Our staff has researched several different options for this and has decided that this was this best fit and value for our needs.

This purchase would be made by utilizing the Sourcewell Cooperative Contract with The Sherwin-Williams Company (Solicitation Number: 091323). This contract is included in the Council Packet. The total cost for this purchase of this item is \$5,819.00.

The unit was programmed in the 2023-2024 Capital Equipment Replacement Plan. Funds are allocated in the 2023-2024 Fiscal Budget under account number 101-441-982-000 (Public Work Equipment-\$10,000).

Feel free to contact our office with any questions or concerns.



**SHERWIN
WILLIAMS®**

BERKLEY**CITY OF*

*BERKLEY**CITY OF**

Quote Presented By:

David Boik

**SALES- Sales Representative PC
Commercial**

1-248-830-1280

dave.g.boik@sherwin.com

SHERWIN-WILLIAMS

27958 WOODWARD AVE

ROYAL OAK, MI 48067 0932

(248) 548-0166

February 29, 2024



ACCOUNT # 1130-3475-5
BERKLEY*CITY OF
QUOTE # 7156303
VALID FROM: FEB 29, 2024 - MAR 31, 2024

Dear Shawn Young:

Thank you for considering Sherwin-Williams products for the BERKLEY*CITY OF project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at +1 (248) 830-1280 or e-mail me at dave.g.boik@sherwin.com.

David Boik

SALES- Sales Representative PC Commercial

1-248-830-1280

dave.g.boik@sherwin.com

SHERWIN-WILLIAMS

27958 WOODWARD AVE, ROYAL OAK, MI 48067 0932



ACCOUNT # 1130-3475-5
 BERKLEY*CITY OF
 QUOTE # 7156303
 VALID FROM: FEB 29, 2024 - MAR 31, 2024

PROJECT: BERKLEY*CITY OF

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LINELAZER 3400 1GUN	101294742	101294742- EACH	1	\$5,819.00	\$5,819.00

Total Price: \$5,819.00*

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

Reference Pages

**Solicitation Number: 091323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sherwin-Williams Company, 101 W. Prospect Avenue, Cleveland, OH 44115 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Paint with Related Supplies, Equipment, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

The Sherwin-Williams Company

DocuSigned by:
Jeremy Schwartz
By: 0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/30/2023 | 3:45 PM CDT

DocuSigned by:
Kevin McCoy
By: 28A747F5144480...
Kevin McCoy
Title: National Sales Manager-SLED
Date: 11/1/2023 | 12:32 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 488AF71B0994454...
Chad Coquette
Title: Executive Director/CEO
Date: 11/1/2023 | 12:43 PM CDT

RFP 091323 - Paint with Related Supplies, Equipment, and Services

Vendor Details

Company Name: The Sherwin-Williams Company
Address: 101 Prospect Avenue NW
1710 MIDLAND
Cleveland, Ohio 44115
Contact: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Phone: 216-216-5422
Fax: 216-566-1909
HST#: 34-0526850

Submission Details

Created On: Tuesday July 25, 2023 07:18:56
Submitted On: Tuesday September 12, 2023 12:33:32
Submitted By: Kevin McCoy
Email: kevin.j.mccoy@sherwin.com
Transaction #: 43adbefa-a8c5-4a64-948c-7b7671f028a2
Submitter's IP Address: 136.226.50.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sherwin-Williams Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A - The Sherwin-Williams Company is not including any DBA's with this proposal, therefore Line 3 is not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 54636
5	Proposer Physical Address:	101 W Prospect Avenue Cleveland, OH 44115
6	Proposer website address (or addresses):	https://www.sherwin-williams.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin McCoy National Sales Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 kevin.j.mccoy@sherwin.com 216-566-7422
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beniam Tirfe Strategic Account Manager - SLED 101 W Prospect Ave. Cleveland, OH 44115 beniam.tirfe@sherwin.com 240-350-7862

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Sherwin-Williams Company was founded in Cleveland, Ohio in June of 1865 by Henry Sherwin and Edward Williams, with incorporation taking place in 1866. Under their direction, The Sherwin-Williams Company was the first to develop ready-mixed paint in 1880. Before the invention of this type of paint, consumers would have to buy the ingredients of paint separately and mix the paint themselves. The demands for ready-mixed paint led to explosive company growth throughout the Northeast and Midwestern United States. The company also began to purchase smaller manufacturers and, by the early twentieth century was operating in all fifty states.</p> <p>The Sherwin-William Company is anchored by 7 core values:</p> <ol style="list-style-type: none"> 1. Integrity - shines through in our products, our business practices, and our relationships. We pride ourselves on keeping our promises to one another, to our customers and to our shareholders. 2. People - are our foundation, which is why we are committed to providing safe and healthy work environments, and opportunities to learn, grow, and be recognized for our many achievements.

3. Service - that is exemplary, personal, and professional, accompanied by the strongest product knowledge and supply chain in our industry, provides our customers with confidence in our products and coatings solutions.
4. Quality - is a consistent element of our products and our work. With a strong commitment to continuous improvement, we challenge ourselves to set the industry standard for excellence in colors, products and coatings that preserve, protect, and beautify.
5. Growth - is essential to our business. "To grow in knowledge and character as well as in size" was an early guiding principle. We are committed to growth that is disciplined and sustainable, intended to benefit our shareholders, customers, and our employees.
6. Innovation - ensures that our customers will be the first to benefit from pioneering advancements in our products, coatings, and their applications. Innovation is encouraged through challenging assumptions and by leveraging our collective ingenuity and imagination for new ideas and inspiration.
7. Performance - that achieves desired results and that sets an example for others is encouraged, recognized, and rewarded. We set high expectations for – and take the time to measure and reward – our achievements.

The Sherwin-Williams Company has continued to expand both organically, by opening 30 to 50 new US stores a year, and by acquisition, with the purchases of DURON Paints and Wallcovering (2005), M A Bruder (2006), Columbia Paints (2007), the US and Canadian operations of COMEX (2014) and VALSPAR (2017) as well as various overseas companies in the past fifteen years. The Sherwin-Williams Company became the largest paint manufacturer in the world, after finalizing its acquisition of The Valspar Corporation dated June 1, 2017. These strategic expansions, both organically and through acquisitions, have allowed The Sherwin-Williams Company to strengthen their position in the coatings market with clients being able to access material quicker than our competitors.

The Sherwin-Williams Company operates through four divisions:

1. Performance Coatings Group - Coil Coating, Automotive Coatings, Protective and Marine Coatings, or any non-architectural coatings
2. The Consumer Brands Group - Makers and distributors of such brands as Minwax, Thompson's Water Seal, Krylon and Purdy Paint brushes
3. Global Supply Chain – Responsible for all manufacturing. Distribution, raw material sourcing, planning
4. *The Paint Stores Group – Owns and operates the more than 5,000 store fronts in the United States as well as additional stores in Canada, the Caribbean and Latin America.

*= division that will be utilized for this contract

Recent Top Honors and Prestigious Awards for The Sherwin-Williams Company:

- Newsweek®: America's Most Responsible Companies 2022 and 2021
 - Fortune 500 Company Rankings
 - LinkedIn: Top 25 Company in Cleveland-Akron-Canton
 - Wall Street Journal: 250 Best Managed Companies of 2021
 - ICIS: Company of the Year
 - KPMG: U.S. Customer Experience Top 100
 - Transport Topics: 100 Largest Private Carriers in North America – 2019 and 2020
- Steward
- Investor's Business Daily: Best ESG (Environmental, Social and Governance) Companies 2021
 - Fast Company: Fast Company's World Changing Ideas – Corporate Social Responsibility 2020
 - Fast Company: Fast Company's World Changing Ideas – Consumer Products 2020

Building our Future Project:

Over the course of our more than 157-year history, The Sherwin-Williams Company has grown from a small enterprise on the Cuyahoga River to a global leader of high-performance paints and coatings made of more than 60,000 dedicated employees providing innovative solutions to our customers. Driven by our continued need to serve our customers at the highest level and retain and attract top talent, The Sherwin-Williams Company is creating a next-generation workplace environment that ignites creativity, collaboration, and industry-leading innovation. The Building Our Future project consists of a new global headquarters located in downtown Cleveland and a Research and Development Center located in Brecksville, Ohio.

Sustainability -

The Sherwin-Williams Company believes in being good stewards of the environment requires a comprehensive approach and are continuing the theme of "Building on the Good" to achieve the company's sustainability goals. The attached sustainability report highlights The Sherwin-Williams Company's approach

11	What are your company's expectations in the event of an award?	The Sherwin-Williams Company's expectations for this contract, if awarded are simple. We want to GROW together and keep it COLLABORATIVE. The Sherwin-Williams Company owns and operates more than 5,000 stores nationwide, coupled with 2,500 sales representatives nationwide. With this reach, The Sherwin-Williams Company would expect engagement from Sourcewell either through trainings, seminars, or possibly a quarterly recap of the market with trends. The Sherwin-Williams Company understands this might not be possible all the time, but highlighting 10 target markets to aggressively go after, could be a great starting point and set some expectations. The Sherwin-Williams Company would also expect Sourcewell to go after States to utilize the Contract in lieu of building out their own RFP/Paint Supplies contract. A few states have adopted the Contract in the past and it has worked out tremendously well for all involved parties.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Sherwin-Williams Company publicly traded on the New York Stock Exchange (ticker symbol: SHW). As of the end of 2022: - The Sherwin-Williams Company had total revenues of \$22.1B dollars - 60,000+ employees worldwide - Operate in 120+ countries - 5,000+ company owned and operated stores - 2,500+ dedicated sales representatives - 136 manufacturing and distribution facilities All additional information related to annual reports, 10-k, 6-k, etc. can be found at the below link: https://investors.sherwin-williams.com/investor-home/default.aspx	*
13	What is your US market share for the solutions that you are proposing?	The Sherwin-Williams Company is the largest paint manufacturer and distributor within the United States, owning and operating more than 5,000 stores (in all 50 states). Current SLED market share through direct contracts is approaching \$100mm in sales annually or roughly 50-60% market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Sherwin-Williams Company currently operates more than 230 stores Canada-wide with expectations to open 10-20 in the next 5 years and sales within the SLED Market at around \$500,000.00. The Sherwin-Williams Company is one of three top paint manufacturers within Canada (not sure who holds each position). The Sherwin-Williams Company can't quantify actual market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b.) The Sherwin-Williams Company is vertically integrated and owns and operates all its stores throughout the United States. The Sherwin-Williams Company manufactures, distributes, and sells all its branded products exclusively through more than 5,000+ stores in the United States, Canada, and the Caribbean. The Sherwin-Williams Company will not be utilizing any third party or dealer network to deliver any material to participating members. All Sourcewell members will be interacting with employees of The Sherwin-Williams Company, ONLY. This allows The Sherwin-Williams Company to maintain the highest level of customer satisfaction and owning the entire process from sale to application.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>The Sherwin-Williams Company does maintain all licenses and certifications pursuant to laws in all 50 states, however we cannot list them all on this RFP response, as I believe we are limited to 30,000 characters.</p> <p>Supplemental information is below:</p> <p>The Sherwin-Williams Company has over 200 GPS-2 designations offered by the Master Painter's Institute (MPI). GPS-2 is the most extreme green designation currently offered by the MPI and is an indication of the seriousness with which The Sherwin-Williams Company seeks to develop environmentally responsible products http://www.specifygreen.com/APL/searchGPS.asp?txtSearch=sherwin&btnSearch.x=0&btnSearch.y=0</p> <p>Additionally, a search of GreenGuard approved products will show 83 product lines have been Gold certified https://www.sherwin-williams.com/painting-contractors/specifications/sustainability</p> <p>All factories operated by The Sherwin-Williams Company are ISO 9001:2015 certified for the following scope of certification: The Design, Manufacture, Packaging and Distribution of Paints, Coatings, Powder, Dispersions, Applicators, Polymers, and Chemicals, and the Distribution of Allied Products. ISO 9001 document is attached</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There has not been any history of suspension or debarment for The Sherwin-Williams Company

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Blueprint:</p> <ul style="list-style-type: none"> - EcoVadis™: Silver Sustainability Rating – European division - Fill it Forward: Top 25 Changemakers of 2022 - Global Good Awards: Best Product of the Year, Joint Silver – valPure® V70 - Pipeline & Gas Journal® Awards: Finalist, Best Corrosion Technology – PipeClad® 2060 - SEAL Awards®: Sustainable Innovation Award – valPure® V70 <p>Governance and Ethics:</p> <p>British Coatings Federation: Customer Service Award, Consumer Brands Group MSCI®: ESG Rating 'A' Newsweek®: America's Most Responsible Companies 2022 The Wall Street Journal®: Best Managed Companies 2022 Transport Topics®: 100 Largest Private Carriers in North America</p> <p>Social Imprint</p> <p>Forbes®: America's Best Employers for Women Forbes®: America's Best Employers for New Graduates Forbes®: America's Best-In-State Employers Forbes®: America's Best Large Employers Forbes®: Global 2000 Forbes®: World's Best Employers Forbes®: World's Top Female-Friendly Companies Human Rights Campaign®: Best Places to Work for LGBTQ+ Equality 2022 The American Opportunity Index: Top 50 Overall The Cleveland Plain Dealer®: Northeast Ohio Top Workplaces</p>
20	What percentage of your sales are to the governmental sector in the past three years	Approximate percentage = 4%
21	What percentage of your sales are to the education sector in the past three years	Approximate percentage = 5%

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p style="text-align: right;">3 YR</p> <p>AGENCY SALES SNAPSHOT</p> <p>STATE OF WEST VIRGINIA \$4,263,857.00</p> <p>STATE OF VIRGINIA \$225,284.00</p> <p>STATE OF VERMONT \$671,790.00</p> <p>STATE OF UTAH \$164,861.00</p> <p>STATE OF TEXAS \$21,833,054.00</p> <p>STATE OF TENNESSEE \$1,032,170.00</p> <p>STATE OF SOUTH DAKOTA \$732,313.00</p> <p>STATE OF RHODE ISLAND \$1,404,369.00</p> <p>STATE OF PENNSYLVANIA \$3,015,698.00</p> <p>STATE OF OKLAHOMA \$478,809.00</p> <p>STATE OF OHIO \$6,730,978.00</p> <p>STATE OF NEW MEXICO \$733,649.00</p> <p>STATE OF MISSOURI \$1,045,052.00</p> <p>STATE OF MARYLAND \$1,261,164.00</p> <p>STATE OF MAINE \$1,100,739.00</p> <p>STATE OF KENTUCKY \$866,210.00</p> <p>STATE OF IOWA-SOURCEWELL \$935,372.00</p> <p>STATE OF INDIANA \$987,448.00</p> <p>STATE OF ILLINOIS \$1,041,123.00</p> <p>STATE OF IDAHO \$1,248,811.00</p> <p>STATE OF GEORGIA \$7,103,303.00</p> <p>STATE OF DELAWARE \$1,746,237.00</p> <p>STATE OF ARKANSAS \$2,612,465.00</p> <p>SOURCEWELL-USA \$3,309,665.00</p> <p>PENNSYLVANIA COSTARS MRO 8 \$1,587,908.00</p> <p>NATIONAL PURCHASING PARTNERS \$1,887,242.00</p> <p>NORTH CAROLINA STATE CONTRACT \$11,836,380.00</p> <p>NATL COOP PURCH ALLIANCE-NCPA \$1,905,504.00</p> <p>MHEC MA HIGHER EDU CONSORTIUM \$201,086.00</p> <p>IPHEC SOURCEWELL \$492,960.00</p> <p>1GPA-ARIZONA \$77,416.00</p> <p>TOTAL \$82,532,916.00</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>The Sherwin-Williams Company currently holds a GSA Contract under: 47QSHA18D000U</p> <p>Approximate sales through the GSA Contract over the last 3 years is over \$25,000,000.00</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
The State of Georgia	Donnie Treadway	404-463-0824
The State of North Carolina	Melinda Tomlinson	984-236-0238
The State of Ohio	Terry Spiropoulos	614-644-6764

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
The State of Ohio	Government	Ohio - OH	Statewide Paint Contract	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,800,000.00
The State of Georgia	Government	Georgia - GA	Statewide Paint Contract	Average transaction is around \$200.00 Ranges varies from \$10.00 to \$5,000.00	\$7,100,000.00
The State of Texas	Government	Texas - TX	Statewide Paint Contract through TXMAS	Average transaction is around \$300.00 Ranges varies from \$20.00 to \$5,000.00	\$18,000,000.00
Hillsborough County Public Schools	Education	Florida - FL	Formal contract for Paint/Paint Supplies	Average transaction is around \$500.00	\$5,995,610.00
The State of Louisiana	Government	Louisiana - LA	Statewide Paint contract (until last year) - Competitor currently holds	Average transaction is around \$100.00 Ranges varies from \$5.00 to \$5,000.00	\$6,986,678.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>The Sherwin-Williams Company has over 5,000 stores and 2,500 sales representatives in the United States. Each account is assigned a sales representative based on geography and serviced from the correlating store location (usually the closest). Both the sales representative assigned to the account and store personnel are available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training, and updating on new rules and regulations.</p> <p>The Sherwin-Williams Company firmly believes that no individual shall be placed in a position within the company without being fully trained in the responsibilities and duties of the job. All store personnel and sales representatives are required to complete a series of 20 START tests in their first 90 days of employment. These tests range from exams on paint chemistry and business management to complaint resolution and customer service. Upon successful completion of the START program, individuals are sent to training at one of four "Sherwin-Williams University" sites. Continuous education courses are also available for store personnel and sales representatives to ensure they are up to speed with the newest products and technologies. The Sherwin-Williams Company internal retention rate is at 95%, which is why these exams/classes are so important for overall career growth. These exams and classes are mandatory for future employment, and one must pass prior to the end of their 90 day probation period</p>

27	Dealer network or other distribution methods.	<p>The Sherwin-Williams Company will utilize its owned and operated stores to fulfill all orders.</p> <p>The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers within the State of Indiana. These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received.</p>
28	Service force.	<p>In addition to our 2,500 sales representatives and over 5,000 store managers and assistant managers, the company has additional staff and service personnel dedicated to managing our sales and distribution force. Our paint stores are divided into division across the country. Each division is comprised of a combination of District Managers, City Managers and District Sales Managers. These individuals are tasked with managing our sales representatives, store managers, assistant managers, full and part time employees.</p> <p>The Sherwin-Williams Company offers site visits by NACE certified representatives for most jobs. NACE certification is among the most respected in the paint industry. The NACE (National Association of Corrosion Engineers) Institute administers certifications on a variety of disciplines, including the industry-leading Coatings Inspector Program or CIP, which is the program followed by Painters USA. While NACE certification includes different levels and specialties, the main focus is the performance and documentation of liquid coatings applied by brush, roller, or spray to steel and other substrates. Primarily for industrial environments, CIP covers cathodic protection; coatings for industries, inspection requirements, and corrosion resistance; and material selection for specific chemical resistance. Painters USA's employees in estimating, field operations, and field applications go through intensive training in order to achieve their coatings inspection certifications.</p> <p>The Sherwin-Williams Company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for fire hydrants, light posts, water tanks and road striping. These trainings can be arranged through your local Sherwin-Williams representative or through the contract manager.</p> <p>The company also offers training on areas of importance to government agencies. For example, the company has conducted trainings on coatings for manhole covers, water tanks and road striping. Such classes can be arranged through your local Sherwin-Williams representative.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders that associated with the Contract will be handled by one of the 5,000+ stores that The Sherwin-Williams Company owns and operates. Store location and hours can be found at the below link: https://www.sherwin-williams.com/store-locator</p> <p>In addition to the stores, dedicated sales representatives will be available during working hours and in certain situations, extended hours. The Contract Manager (Kevin McCoy) can be reached at any time.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As mentioned previously, The Sherwin-Williams Company has over 2,500 sales representatives and more than 5,000 stores in the United States. Each account is assigned a representative based on geography. This individual is available for, but not necessarily limited to, product recommendations, site visits, price negotiation, price quotes, planning, training and updating on new rules and regulations.</p> <p>Each representative has completed a career path that had included stints as a customer service specialist, store assistant manager, and store manager. Once having mastered these skills, the individual is then put through the following training regiment:</p> <p>Overview and Training Materials</p> <p>The Sales Rep Development (SRD) program was designed to provide employees who possess an interest in a possible Sales Rep career path to understand the roles and responsibilities of a career salesman. The program is also designed to provide the district with a pool of qualified candidates to support future sales rep opportunities within the district.</p> <p>The program is divided into three phases:</p> <p>-Phase I - Communicating the program to the field: >During this phase you will send out a communication to the field management level field employees (Store and Assistant Managers) that are possibly interested in a career in outside selling to attend a one-day Sales Rep Development session at the District Office. Also, to support completion of the program, an SRD-Leader's Guide has been developed.</p> <p>-Phase II - One Day training session: >District Leadership will conduct a one-day training session for the employees that expressed an interest in the program. The session focuses on an overview of the roles and responsibilities for a sales rep as well as an in-depth selling skills session. This session should take approximately 6.5 hours to complete.</p> <p>-Phase III - 90 Day Workbook: >The 90 Day Workbook* is designed to provide employees that have expressed an interest in a possible sales rep career path at the end of the training session with additional rep specific opportunities. During this phase District Leadership will work closely with the employee to support their development and understand their ability to complete the functions of the rep role, in addition to their existing duties.</p> <p>Those completing this pre-promotion program then competitively compete for a promotion as positions become available. Once promoted, they are sent to weeklong training at one of The Sherwin-Williams Company's SHW University training centers located at:</p> <p>11350 Alameda Drive Strongsville, OH 44149</p> <p>2810 W. Miller Road, Garland, TX 75041</p> <p>2800 Century Parkway NE, Suite 950 Atlanta, GA 30345</p> <p>1140 McDermott Drive, Suite 107 West Chester, PA 19380</p> <p>There, the customer service training continues, paint chemistry and the Sherwin-Williams resources available to aid customers.</p> <p>The sales representative depends heavily on the local store manager and vice versa.</p> <p>It is important to note, each representative and store manager is required to complete an annual new product certification at the beginning of the year. This insures they are not only familiar with new Sherwin-Williams products, but the reasons for the products development, which may be better performance, less environmental impact, or compliance with new regulations.</p> <p>These representatives report to a local sales manager who is available in the event of the representative's absence. This individual has also completed both the store manager and sales representative training as well as additional training in store, human resources, and business management.</p>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>The Sherwin-Williams Company has the ability to service all participating members within the United States through the 5,000+ locations.</p> <p>The Sherwin-Williams Company as mentioned above has the depth of knowledge and network to service any/all multi-state/agency contracts. Additionally, The Sherwin-Williams Company has strict protocols that have been developed over the past 150+ years to successfully service any contract or member need.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>The Sherwin-Williams Company currently operates in Canada and is excited about the growth of cooperative purchasing through agencies countrywide. The Sherwin-Williams Company operates close to 230+ stores nationwide and will only continue to grow.</p> <p>The introduction to Canoe last year was great and has been advantageous for all parties.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>The Sherwin-Williams Company is a nationwide entity with the ability to react to all needs of agencies nationwide/including Canada, especially in times of need. Therefore, no geographic areas can currently be identified that The Sherwin-Williams Company can't service.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>The Sherwin-Williams Company is a nationwide entity with the ability to react to all needs of agencies nationwide/including Canada. Therefore, The Sherwin-Williams Company will be able to service all participating entities.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>The Sherwin-Williams Company is a nationwide entity, able to service all participating entity locations as long as there is a store location present (which there is).</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Sherwin-Williams Company would approach promotion from two sides:</p> <p>External Promotion - Email blast, industry conferences, public sector conferences, as well as trade shows.</p> <p>Internal Promotions - Notify all employees in a target market that the Contract is available, coupled with agency lead list, as well as selling tools. Also, The Sherwin-Williams Company provides training seminars to all sales representatives/stores nationwide.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The Sherwin-Williams Company utilizes various outside Data Analytics agencies to help with mining information. This information is then used to help determine key metrics within an area we can access/approach.</p> <p>The Sherwin-Williams Company would promote this contract through the professional social media setting up LinkedIn, with a formal announcement and a "ask us how to use" section. The Sherwin-Williams Company's LinkedIn profile has just surpassed 500,000 followers.</p> <p>The Sherwin-Williams Company is very aware of the sensitivity of information shared online, as well as gathered information. The below link outlines corporate policies as they relate to privacy. https://privacy.sherwin-williams.com/privacy-policy</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sherwin-Williams Company considers Sourcewell as a strategic and important partner in the SLED market. We encourage representatives of Sourcewell to provide training opportunities for The Sherwin-Williams Company in person or virtually. These opportunities will provide The Sherwin-Williams Company team with the knowledge and confidence to speak to participating members about the benefits of the contract.</p> <p>In addition, The Sherwin-Williams Company attends events such NIGP and other statewide conferences which enables promotion of the contract and penetration into markets where Sourcewell does not have a strong presence.</p> <p>Internally, The Sherwin-Williams Company provides comprehensive training and education to District Management and the entire sales teams. This is done in person and virtually across the United States and Canada.</p> <p>The Sherwin-Williams Company also works with its dedicated marketing team(s) to create customized sell sheets (approved by Sourcewell) to distribute to The Sherwin-Williams Company sales team and participating Sourcewell members.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The Sherwin-Williams Company offers both an Integrated Punch-out System and a Direct Punch-out System. Orders placed by internet, unless specified for a particular store, are geocoded by delivery location and sent to the nearest store for processing. These orders are sent to the store immediately and the store begins fulfilling the order as soon as it is received from central processing.</p> <p>The e-Catalogs developed by The Sherwin-Williams Company have the following features</p> <ol style="list-style-type: none"> 1) The ability to search using multiple methods to narrow options to specific needs 2) Sherwin-Williams Pro+ Program allows end-user to view pricing, pay account balances, order online through their account. 3) E-catalogs display contract pricing 4) E-Catalog workflow management controls are under development for The Sherwin-Williams Company catalogs. 5) On-line ordering capabilities are available on "punch-out catalogs" 6) Order status and order tracking capabilities are available 7) Order/account history is available 8) Online help is available during normal business hours 9) Technical Data Sheets, Product Data Sheets and Safety Data Sheets are available on the e-catalog 10) The Sherwin-Williams Company accepts Master Card, Discover, American Express and Visa 11) Web-based catalogs are available. 12) Contract pricing is available on line. 13) Order status tracking is available 14) Order history is available 15) Environmentally preferred products are noted and noted with the certification and third party agency detailing them as EPP. 16) Notations are made as to greener alternatives

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The Sherwin-Williams Company offers free training on new products and technologies nationwide.</p> <p>The Sherwin-Williams Company also conducts public training on application techniques at many of its annual district pro shows. These events are open to the public and various experts on concrete and masonry, wood finishes, stains, HVLP and airless spraying are available for questions and hands on training.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>The Sherwin-Williams Company recently introduced Superpaint Sanitizing that kills six different pathogens on contact. This helps prevent infections not only in hospitals and clinics but in areas where various abrasion may be present such as locker rooms and gymnasiums</p> <p>Thanks to innovative technology and a zero VOC formula, SuperPaint® with Air Purifying Technology* contributes to better indoor air quality by reducing VOC levels from potential sources like carpet, cabinets and fabrics. It also helps rooms stay fresher, longer, with odor eliminating technology that breaks down unwanted household odors</p> <p>Scuff Tuff™ Interior Waterbased Enamel. Its advanced scuff resistance maintains an attractive finish in high-traffic areas and resists burnishing, even after frequent washing. Scuff Tuff™ is the easy choice for areas exposed to hard treatment.</p> <p>The below link outlines a comprehensive and categorized view of the technologies that The Sherwin-Williams Company will offer through this contract: https://www.sherwin-williams.com/painting-contractors/business-builders/paint-technology-and-application</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The Sherwin-Williams Company has sought to limit its environmental impact. Expanded details can be found at:</p> <p>https://corporate.sherwin-williams.com/sustainability/focus-areas/environmental-footprint.html</p> <p>Also, see attached Sustainability Report.</p> <p>The Sherwin-Williams ambitious and meaningful goals address global issues of critical importance, including doing our part to address climate change by reducing our greenhouse gas emissions, increasing energy efficiency and use of renewable energy, minimizing our waste, and accelerating development of "sustainably advantaged products."</p> <p>2030 Environmental Footprint Reduction Goals</p> <ul style="list-style-type: none"> -Reduce absolute Scope 1 and Scope 2 greenhouse gas emissions by 30% -Increase renewable energy to 50% of total electricity usage -Increase operational energy efficiency by 20% -Reduce waste disposal intensity by 25% <p>Product Blueprint Philosophy</p> <ul style="list-style-type: none"> - Implemented Sustainability by Design program across the enterprise, serving as our proactive, foundational process to aid the growth of our "sustainably advantaged products" portfolio - Established a baseline for "sustainably advantaged products" and developed a plan for expanding this product portfolio in the future - Developed a structured process for measuring and assessing Scope 3 emissions

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Many of The Sherwin-Williams Company's architectural products fit the criteria for "sustainably advantaged products" because they meet or exceed sustainability-related conditions set by leading third-party organizations, programs, standards and codes such as:</p> <ul style="list-style-type: none"> -American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) -Collaborative for High Performance Schools® (CHPS) -Cradle to Cradle Products Innovation Institute -EU Ecolabel -Forest Stewardship Council® (FSC®) -Green Globes® -GREENGUARD Environmental Institute (GEI) and UL GREENGUARD -International Green Construction Code® -Leadership in Energy and Environmental Design™ (LEED®) -Nordic Swan Ecolabel -The Master Painters Institute® -USDA BioPreferred® Program -WELL Building Standard® <p>For more information related to certifications and regulatory obligations for architectural products, see the specification resources at: https://www.sherwin-williams.com/architects-specifiers-designers/specifications.</p>
44	Describe how your products contribute to or promote the health, quality of life and wellbeing of our members and others.	<p>The Sherwin-Williams Company three ESG pillars – Environmental Footprint, Product Blueprint and Social Imprint – encompass the commitments, areas of focus, and goals and metrics that are most important to The Sherwin-Williams Company. These pillars are centered on a foundation of Governance and Ethics, designed to ensure broad engagement and appropriate oversight for sustainability and ESG initiatives throughout the Company.</p> <ul style="list-style-type: none"> -Environmental Footprint Doing Our Part for the Planet We apply a continuous improvement approach to reducing our carbon emissions, energy consumption and waste generation while expanding our renewable energy use and decreasing the amount of waste generated by our operations -Product Blueprint Driving Sustainability Through Innovation We remain focused on enriching our Product Blueprint. Our Sustainability by Design program is a signature effort to intentionally consider sustainability attributes and life cycle thinking in our product innovation and development processes. This program enables us to evolve our products and processes to deliver and grow our "sustainably advantaged products" offering -Social Imprint Elevating a Culture of Safety, Inclusion and Community We are committed to advancing a culture of excellence that values people, inclusion and community. Our commitment is reflected in our unwavering efforts to promote the safety, health and well-being of our people; foster a culture of inclusion, diversity and equity where individual differences are celebrated; and support those in the communities where we live and work
45	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products.	<p>The Sherwin-Williams Company's approach to corporate social responsibility and other Environmental, Social, and Governance (ESG) risks and opportunities is grounded in the commitment to creating and maximizing long-term value for shareholders, employees, customers, communities in which we live and work, and other stakeholders. This commitment is also reflected in The Sherwin-Williams Company Corporate Purpose and is deeply embedded in the company culture and business practices. From manufacturing plants to our company-operated stores and other places where products are sold, The Sherwin-Williams Company invests in sustainability and other ESG initiatives to help grow business with care, differentiate us in the marketplace, and make a positive impact on the world around us.</p> <p>The Sherwin-Williams Company previously conducted a robust materiality assessment and identified the following top-tier focus areas that have been incorporated into our ESG framework – Climate and Carbon; Product Stewardship; Life Cycle Assessment; Occupational Health and Safety; and Talent Acquisition and Employee Engagement. The Sherwin-Williams Company refreshes the materiality assessment on a periodic basis as part of an ongoing work to drive alignment between sustainability efforts and the expectations of both internal and external stakeholders. Learn more at https://corporate.sherwin-williams.com/content/sherwin/corp/corp-aem-sherwin/us/en/sustainability.html.</p>
46	Describe the extent to which your products contain recycled content or are recyclable.	Please see attached LEED® v4.1 MR Credit: Recycled Content

47	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>The Sherwin-Williams Company is a global leader in the manufacture, development, distribution and sale of paint, coatings, and related products to professional, industrial, commercial, and retail customers. Additionally, majority of the products used by agencies on a day-to-day basis, such as paint and related products, are manufactured, distributed, and sold by one of our local Sherwin-Williams retail locations, distribution centers, and plants.</p> <p>Due to this scale, we partner with MBE, WBE, and other businesses on a national level. The Sherwin-Williams Company is committed to advancing a culture of inclusion where differences are welcomed, appreciated, and celebrated to positively impact our people and our business. This commitment extends to all parts of business – especially the suppliers. A brief review of the ID&E program is included..</p> <p>Recently, The Sherwin-Williams Company announced five firms that have been selected for the minority construction management role for the Building Our Future project, which includes the new global headquarters in downtown Cleveland and the new R&D center in Brecksville. Additional firms are expected to be added for multiple roles as the project progresses, including design and landscape architects. Sherwin-Williams plans to invest a minimum of \$600 million to build both the headquarters and R&D facilities. The new global headquarters will be approximately 1,000,000-square-feet in size. The new R&D center in Brecksville will be approximately 600,000-square-feet in size. You may click here to learn more.</p> <p>While the opportunity does not exist to partner on the distribution or manufacturing of our products, The Sherwin-Williams Company is focused on advancing inclusion, diversity and equity within our workforce, culture, and supply chain. You may click here to view a recent workshop hosted in partnership with the Urban League of Greater Cleveland focused on How to Do Business with Sherwin-Williams targeted to increase diversity within our supplier chain.</p> <p>To attract underrepresented racial/ethnic groups to Sherwin-Williams, we have been very intentional about developing a diverse pipeline by working with 44 colleges in the Hispanic Association of Colleges and Universities, partnering with 16 Historically Black Colleges and Universities, and over 100 events with student organizations and professional associations specifically targeted for underrepresented groups. Our goal for talent progression is to increase women and underrepresented racial/ethnic groups in leadership roles. In 2020, 58% of newly appointed Vice Presidents were women and 21% were underrepresented racial/ethnic groups.</p> <p>The Sherwin-Williams Company is also focused on engaging underrepresented groups while educating our leaders and workforce. We are proud of the 100+ chapters of our 6 employee resource groups including the African American Network, Global Women's Networks and our efforts focused on LGBTQ+, Military/Veterans, Hispanic/Latinx, Multicultural networks. These ERGs are crucial to developing our talent and increasing feelings of belonging for our workforce while contributing to the communities we serve.</p> <p>For example, one of our African American Network chapters organized a "Supply Drive for the Homeless," gathering toiletries donations at each of the region's 109 local stores. The Sherwin-Williams Women's Club raised \$70,000 through a virtual run, which had 800 global participants. Funds from the event were donated to Youth Challenge, an organization dedicated to helping young people with physical disabilities. We also drive ID&E through the communities we serve through donations to PCs for People and support of minority-owned businesses.</p> <p>Although The Sherwin-Williams Company has more to do, we have been recognized for our efforts by taking meaningful steps to attract, progress, engage diverse talent while fostering a culture of inclusion.</p> <p>Since 2018, we have been recognized by Forbes' as a Best Employer for Diversity, Best Employer for Women, and Best Employer for New Grads.</p>
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<p>48</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>In addition to many of the previously mentioned value-added products and services, The Sherwin-Williams Company would like to highlight the following:</p> <ul style="list-style-type: none"> - Trademark Service: The Sherwin-Williams Company's award-winning customer service, including a staff required to pass 20 different customer services-based exams in their first six months of employment, and store customer service appraisals reviewed annual of more if necessary. -Custodian: a Sherwin-Williams maintained history of the sheen and color based on customer provided identification information. Customers can review their product history to remove guess work from repaints. -Free Delivery: The Sherwin-Williams Company maintains the largest fleet of delivery vans and trucks in the paint industry. These vehicles are available for fast free delivery to all customers throughout the country. -Color Consultants: The Company maintains a staff of color and design experts who can help with designer and decorating questions. -Architectural Account Executives: The Company maintains a staff of Architectural Account executives whose job it is to work with architects and specifiers to make sure the correct products are used in each job. -Industrial Maintenance Specialists: The Sherwin-Williams Company has a battery of NACE-certified representatives who can review and advise on the toughest jobs. With NACE training and The Sherwin-Williams Company's line of high-performance products, an agency's paint needs will be covered. <p>The Sherwin-Williams Company offers all these services free of charge to their customers, which have been utilized by participating Sourcewell members.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
49	Do your warranties cover all products, parts, and labor?	<p>The Sherwin-Williams Company will warrant products outlined with the below Terms and Conditions, however labor is not included as this is for supplies only.</p> <p>https://www.sherwin-williams.com/terms-and-conditions#standard-tc</p> <p>Seller warrants to Buyer that as of the date of shipment: (a) the goods manufactured by Seller shall conform to Seller's then-current quality control specifications for manufacturing such goods; (b) the goods shall be subject to any label warranty affixed to the container or packaging of such goods; (c) Seller has good title to such goods; and (d) such goods are free and clear of all liens and encumbrances created by Seller. The above warranties extend only to Buyer. Except for an express written limited warranty signed by an authorized representative of Seller, no other statement or warranty, written or oral, including statements in any marketing brochure or promotional literature, shall be binding upon Seller. SELLER SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p>
50	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Products will not be warranted if used outside of its originally intended use.
51	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
52	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
53	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>The Sherwin-Williams Company requests all original manufacturers to offer a comprehensive warranty plan.</p> <p>All vendors doing business The Sherwin-Williams Company must go through a strict approval process and accept all Terms and Conditions of The Sherwin-Williams Company. This allows the very best vendor products offered to customers nationwide. These manufacturers regularly go through line reviews with leadership to ensure the best prices are offered and the core business values align with The Sherwin-Williams Company.</p>
54	What are your proposed exchange and return programs and policies?	<p>In no case are goods to be returned to Seller for credit without prior written authorization by Seller in accordance with Seller's standard return policy.</p> <p>Policy - The Sherwin-Williams Company accepts all returns, as long as product is in resalable condition, meaning not tinted or opened. Special orders are subject to the manufacturers return policy, which will be disclosed if requested.</p>
55	Describe any service contract options for the items included in your proposal.	The Sherwin-Williams Company extends all warranties and services offered by its various vendors.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	net 30 We accept EFT, P-Card, all major credit cards, cash	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	The Sherwin-Williams Company does offer financing options for power equipment sold through the store location(s).	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When requested, The Sherwin-Williams Company sales representative will produce a quote for the participating agency with the Sourcewell contract number notated at the top. All participating members can request this document at any time during the sale process.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The Sherwin-Williams Company accepts P-Cards at no additional cost to the participating member. P-Cards will be used at the discretion of the participating member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The Sherwin-Williams Company is offering:</p> <ul style="list-style-type: none"> - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment <p>The Sherwin-Williams Company sales representatives and stores have the ability to generate greater discounts as they see fit within their market(s).</p>
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The Sherwin-Williams Company is offering:</p> <ul style="list-style-type: none"> - Minimum of 30% off list price for paint/paint supplies - Minimum of 12% off list price for equipment
62	Describe any quantity or volume discounts or rebate programs that you offer.	The Sherwin-Williams Company offers the minimum discounts to all participating members, nationwide. However, if local sales representatives wants to offer a greater discount, they have the autonomy to do so, which allows for more flexibility at the local level and in certain situations (such as: disaster relief, competitive edge, etc.)
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Sherwin-Williams Company maintains satisfactory inventory levels on majority of its core items (offered through this contract) to service participating member needs. If a participating member requests a specialty product, the local store or sales representative will provide a formal quote, outlining cost, timeline, and all contact information.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Recycling collection fees exist in various states throughout the United States and require a separate line item when invoicing. If a participating member is utilizing the contract within one of these States, then that fee will be identified as an additional charge.</p> <p>Additionally, special order products tend to carry a delivery charge, which would be passed onto the participating member, notated as a separate invoice line.</p>
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All products are FOB destination, other than special order products at which time freight charges would apply per the manufactures terms and conditions.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The Sherwin-Williams Company includes freight charges for all standard items within Alaska, Hawaii, and Canada, unless a special order product.</p> <p>Offshore deliveries would be subject to freight charges.</p>
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The Sherwin-Williams Company owns and operates a fleet of delivery vehicles, including vans, box trucks and tractor trailers.</p> <p>These vehicles, under The Sherwin-Williams Company's HUB system, have the ability to deliver paint/paint related material within 48 hours of the purchase order being received</p> <p>HUB System Highlights:</p> <ul style="list-style-type: none"> -Integrated reservation based system -Automated dispatching with continue dispatcher oversight -Text and/ or email customer when deliver is approximately 30 minutes away -Drivers routed by handheld 4G devices -Device has google maps with real time traffic for navigation -The devices ties into eCommerce delivery orders -Accurate assigning of vehicles based on order requirements

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>The Sherwin-Williams Company has a mechanism in place, which ensures contract pricing is administered at the retail level to approved participating members. Agencies who wish to utilize the contract will be vetted through agency look up tool or signing them up with the Sourcewell program. Only approved participating members can utilize the Sourcewell Contract. Approved participating members will be reported on quarterly to ensure compliance.</p> <p>The Sherwin-Williams Company sets up a centrally controlled parent account and attaches any current or future participating members accounts to the parent, which drives agreed upon contract pricing. Only the Contract Manager or the National Sales Manager can adjust discounts/pricing.</p> <p>All new participating members, will have to be approved by the Contract Manager or National Sales Manager to ensure contract compliance.</p> <p>AdHoc reports are regularly ran at the National and Local level to review contract compliance and governing correctly. The parent mechanism allows The Sherwin-Williams Company to hyper focus on each individual master agreement.</p>
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>As mentioned above in item 69, The Sherwin-Williams Company would create a parent (overarching) account mechanism. for the Contract This mechanism allows The Sherwin-Williams Company to track all sales and activity down to the micro level. Micro level would be store location, date, time, employee, product, amount, price, agency name, agency authorized representative, payment method, etc.</p> <p>The Sherwin-Williams Company strongly believes this parent tracking maintains compliance during the full term of the contract.</p> <p>All 5,000+ stores and 2,500+ sales representatives have access to account information via The Sherwin-Williams Company Client Management System. This system warehouses all account information, specifically contractual information, such as terms, roll out instructions, sell sheets, payment terms, etc. The system can be accessed through computer, mobile, or tablet 24/7 365. All of the information in the Client Management System is maintained by the Contract Manager or Account Manager.</p>
71	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>The Sherwin-Williams Company would like to propose a 1.75% administrative fee.</p> <p>This fee will be calculated quarterly by our commissions and reporting team on the total sales flowing through the contract at the parent level. Meaning all sales under the parent during the quarter will be reported on and sent in the Sourcewell approved template.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Sherwin-Williams Company offers the latest coating innovations and the broadest offering of tools and supplies that deliver professional results and save time and money.</p> <p>Interior and Exterior Paint & Coatings</p> <ul style="list-style-type: none"> - Interior Paint - Exterior Paint - Primers - Wood Stains, Sealers, and Clear Topcoats - Commercial High Performance Coatings - Concrete and Masonry Coatings - Aerosols - Floor Coatings - Deck Stains - Siding Stains - Roof Coatings - Pavement and Turf Coatings - Safety Equipment - Painters Wear - Spray Equipment - Wallpaper Tools and Paste - Brushes - Roller Covers, Frames, and Accessories - Ladders, Scaffolds, and Climbing Equipment - Tape and Masking - Sandpaper and Abrasives - Drop Cloths and Plastic - Caulks, Sealants, and Caulking Tools - Patching and Repair - Painters Tools - Drywall Compounds and Tools - Solvents and Removers - Cleaning Supplies
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Subcategories:</p> <ul style="list-style-type: none"> - Masonry coatings - Roof coatings - Janitorial supplies - Cleaning Supplies - Paint applicators

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Interior and exterior paint, coatings, primers, stains, sealers, and faux finishes for any structural surfaces	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations
75	Related supplies and equipment complementary to 74 above, such as brushes, roller frames, roller covers, tape, sandpaper, and abrasives, plastic sheeting, caulks, caulking tools, sealants, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Sherwin-Williams Company is prepared to offer its full catalog of products sold through its 5,000+ locations

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - The Sherwin-Williams Company Price List - 2023.xlsx - Tuesday September 12, 2023 10:49:37
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Monday September 11, 2023 14:12:25
 - [Marketing Plan/Samples](#) - 2023 - Sherwin-Williams Marketing Plan.pptx - Tuesday September 12, 2023 11:37:57
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE-WBE Information.zip - Monday September 11, 2023 14:13:09
 - [Warranty Information](#) - Terms and Conditions of Sale - Sherwin-Williams.pdf - Tuesday September 12, 2023 10:54:36
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Sustainability and Certifications.zip - Monday September 11, 2023 14:13:29
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kevin McCoy, National Sales Manager - SLED, The Sherwin-Williams Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Paint_RFP 091323 Thu August 31 2023 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Paint_RFP 091323 Fri August 25 2023 01:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Paint_RFP 091323 Tue August 1 2023 10:43 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Paint_RFP 091323 Thu July 27 2023 09:30 AM	<input checked="" type="checkbox"/>	1

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award the 2024-2026 Preventative Pavement Maintenance Contract to the lowest qualified bidder, SJR Pavement Repair, in the amount of \$342,000. Funding for this program has been budgeted under account numbers 202-464-818-000 and 203-464-818-000.


Ayes:

Nays:

Motion:



Transmittal Memo

To: Matthew Baumgarten, City Manager
Cc: Laurie Fielder, Finance Director
From: Shawn Young, DPW Director 
Date: March 11th, 2024
Subject: 2024-2026 Preventative Pavement Maintenance Contract Award

For several years now, the City of Berkley has had a Preventative Pavement Maintenance Program. This work has primarily included several different types of repairs including Joint Sealing, Spray Patch Repairs, and Asphalt Overbanding. With this proposed contract we are looking to once again add Asphalt Mastic Repairs to the list.

Electronic Bids were received via Bidnet/Mitn on March 7th, 2024. The bid tab is included with the council packet. We are proposing to award the 3 year contract in the amount of \$342,000 to the sole bidder SJR Pavement Repair, Inc. SJR Pavement Repair has satisfactorily completed this work for us for several years now.

Funds were allocated both in Major Streets (202-464-818-000 Contractual Services) and (202-464-821-010 Engineering) as well as Local Streets (203-464-818-000 Contractual Services) and (202-464-821-010 Engineering)

Please feel free to contact me with any questions or concerns.

PROPOSAL
FOR
2024-2026 PREVENTIVE PAVEMENT MAINTENANCE PROGRAM
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

City of Berkley
3338 Coolidge Hwy.
Berkley, Michigan 48072

Electronic Bids Due: **Thursday, March 7, 2024**
On or Before: **4:00 pm, Local Time**
HRC Job No. 20240110

To Prospective Bidders:

Name of Bidder: SRK Pavement Repair, Inc.
Address: 22/30 Ryan Rd, Wixom, MI 48091
Date: 3/1/24 Telephone: 516-755-4204 Cell: 248-714-0818 Fax: 516-755-4272

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that he has examined the plans, specifications, and all other information referenced in the Instructions to Bidders, and 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 bidder acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the City of Berkley, its agents or employees, as to any conditions to be encountered in accomplishing the work and that his bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that he has examined the plans, specifications, and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that he has reviewed the proposed construction methods and finds them acceptable for the conditions which he anticipates from the information provided for bidding.

The Bidder hereby declares that he/she has inspected the site of work and further declares that no charges in addition to the Individual Unit Prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, The Contractor, as such and as Bidder, shall make his own determination as to existing soil conditions and he shall also complete the work under whatever conditions he may create by his own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.

The above, as Bidder, declares that he has familiarized himself with the location of the proposed 2024-2026 Preventive Pavement Maintenance Program Project and appurtenant construction in the City of Berkley, Oakland County, Michigan, and the conditions under which it must be constructed; also that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing said 2024-2026 Preventive Pavement Maintenance Program, and appurtenant work, and agrees that he will contract with the City of Berkley to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the City of Berkley, in strict accordance

with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and that he will accept in full payment therefore the sum of:

This project consists of spray patch applications, overband crack fill, and asphalt mastic. Overband crack fill and asphalt mastic will be applied to major roads throughout the City, and spray patch will be applied to various local roads. The exact locations are to be determined based upon the bids received.

The following quantities indicate the estimated three (3) year total for each item.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Spray Patch Road Repairs	750 ton	@ \$ <u>375.00</u>	= \$ <u>281,250.00</u>
2. Overband Crack Fill, Lane	12 Lnm	@ \$ <u>3000.00</u>	= \$ <u>36,000.00</u>
3. Asphalt Mastic Repair	5,000 Lft	@ \$ <u>4.95</u>	= \$ <u>24,750.00</u>
TOTAL AMOUNT OF BID:			<u>\$ <u>342,000.00</u></u>

OWNERS RIGHTS

The Owner reserves the right to add or delete quantities from the Contract and adjustments will be subject to the availability of funds at the time of bid letting. Deletion of quantities shall not be grounds for the low qualified bidder to adjust unit prices for the project that the Owner intends to execute as a Contract, nor shall the Contractor be entitled to compensation from unrealized profits resulting from the deletion of quantities.

The Owner, at its sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. However, it is the intention of the Owner to award to the low total bid to one bidder. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder 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 bid.

The Bidder is advised that in order to submit a bid on this project, the Bidder must download and complete the Proposal Form (Section 00300) and include the required Municipal references and a **scanned copy of their bid deposit** (in the form of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Berkley in the amount of Five Percent (5%) of the amount of the Proposal) with their electronic bid submission. **The original bid deposit for the low bidder will be required to be submitted to the City following the bid letting.**

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Proposals shall include the following completed forms per The City of Berkley, located on the web at:
https://www.berkleymich.org/bid_posting/index.php

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
5. Non-Collusive Affidavit
6. Non-Discrimination Affidavit

TAXES

The Bidder 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 Bidder 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. <u>None</u>	Dated _____
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 Bidder's own forces and/or for additional work, upon Owner's written authorization, by Bidder's subcontractors.

TIME OF COMPLETION

It is the intent of the City of Berkley to award one (1) contract for the proposed three (3) year project. The City will authorize work as-needed based upon road conditions, repair priority and available funds. **By submittal of a bid, the Contractor/bidder understands that the bid unit price for all items shall be held until the completion of the initial three (3) year period.** The City will not allow for an increase in any bid unit price for work completed through the 2026 construction season.

By award of this Contract, the selected Contractor is to provide the preventive pavement maintenance work listed in the proposal over a three (3) year period, with the option to extend up to an additional two one-year periods at the City's discretion. The terms of the contract shall remain unchanged. A reasonable adjustment of unit prices based on the economic factors influencing said unit prices will be considered and negotiated during the Contract renewal process (at the conclusion of the third year).

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within ten (10) days after acceptance of this Proposal.



CITY OF BERKLEY BID OPPORTUNITY CONFLICT OF INTEREST DISCLOSURE FORM

BID OPPORTUNITY: 2024-2026 Preventive Maintenance Program

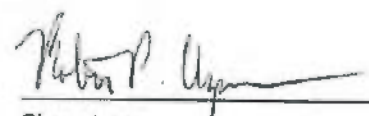
Name:	Robert P. Chapman	Company:	SJR Pavement Repair, Inc.
Title:	Project Manager	Address:	22120 Ryan Rd. Warren, MI 48

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for-profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

I have the following conflict of interest to report.

I have the following potential conflict of interest to report.

I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.



Signature
3/6/2024

Date



BID OPPORTUNITY:	2024-2026 Preventive Pavement Maintenance Program
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REFERENCE 1:

COMPANY NAME	City of Berkley
ADDRESS	3338 Coolidge Hwy., Berkley, MI 48072
TELEPHONE	248-658-3490
CONTACT PERSON	Shawn Young
CONTRACT DATES	2016-2023
DESCRIPTION OF WORK	Preventative maintenance of City of Berkley streets.

REFERENCE 2:

COMPANY NAME	City of Novi
ADDRESS	23600 Delwal Drive, Novi, MI 48375
TELEPHONE	248-735-5612
CONTACT PERSON	Jeff VanCurler
CONTRACT DATES	2012-2021
DESCRIPTION OF WORK	Preventative maintenance of City of Novi streets.

REFERENCE 3:

COMPANY NAME	City of Hazel Park
ADDRESS	111 E. Nine Mile Road
TELEPHONE	248-332-7931
CONTACT PERSON	Chad Findley - Consulting City Engineer
CONTRACT DATES	2022
DESCRIPTION OF WORK	2022 Crack Sealing Program



**CITY OF BERKLEY BID OPPORTUNITY
HOLD HARMLESS & INDEMNITY FORM**

BID OPPORTUNITY: 2024-2026 Preventive Pavement Maintenance Program

PURPOSE:

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Berkley (City), its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at anytime there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the CONTRACTOR or anyone acting on its behalf in connection with or incident to this agreement.

The CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the CONTRACTOR shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The CONTRACTOR shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

PLEASE PRINT:

SJR Pavement Repair, Inc.

Contractor Name

22120 Ryan Rd.

Contractor Street Address

Warren, MI 48091

City, State, Zip Code

248-914-0818

Telephone

Robert P. Chapman

Authorized Representative

Signature

3/6/24

Date

Witness



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3335 COOLIDGE HWY BERKLEY MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 IRAN BUSINESS RELATIONSHIP AFFIDAVIT**

BID OPPORTUNITY: 2024-2026 Preventive Pavement Maintenance Program

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL
 TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN
 COUNTY OF OAKLAND

Robert P. Chapman, BEING DULY SWORN
 deposes and says that:

1. Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
10th day of March, 2024
 a notary public in and for said County,

[Signature]
 Notary Public

My Commission expires: Feb 3, 2028

J ROBBINS
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF WAYNE
 My Commission Expires February 3, 2028
 Acting in the County of Oakland

[Signature]
 Authorized Signature

Robert P. Chapman

Printed Name of Signatory
SJR Pavement Repair, Inc.

Company Name
22120 Ryan Rd.

Address
Warren, MI 48091

City, State, Zip Code
248-914-0818

Area Code & Phone Number



PLEASE NOTE: City of Berkley employees cannot notarize this document.



**CITY OF BERKLEY BID OPPORTUNITY
NON-COLLUSIVE AFFIDAVIT**

BID OPPORTUNITY: _____

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL
TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN
COUNTY OF OAKLAND

Robert P. Chapman, BEING DULY SWORN
deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vender of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
6th day of March, 2024
a notary public in and for said County,

[Signature]
Notary Public

My Commission expires: Feb 3, 2028

J ROBBINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires February 3, 2028
Acting in the County of Oakland

[Signature]
Authorized Signature

Robert P. Chapman
Printed Name of Signatory

SJR Pavement Repair, Inc.
Company Name

22120 Ryan Rd.
Address

Warren, MI 48091
City, State, Zip Code

248-914-0818
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.



**CITY OF BERKLEY BID OPPORTUNITY
NON-DISCRIMINATION AFFIDAVIT**

BID OPPORTUNITY: _____

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL
TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN
COUNTY OF OAKLAND

Robert P. Chapman, BEING DULY SWORN
deposes and says that:

1. In compliance with the City of Berkley Non-Discrimination Policy, the Contractor shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
10th day of March, 2024
a notary public in and for said County,

[Signature]
Notary Public

My Commission expires: Feb 3, 2028



J ROBBINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires February 3, 2028
Acting in the County of Oakland

[Signature]
Authorized Signature

Robert P. Chapman
Printed Name of Signatory

SJR Pavement Repair, Inc.
Company Name

22120 Ryan Rd.
Address

Warren, MI 48091
City, State, Zip Code

248-914-0818
Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.

The execution of all work and specific constraints as described in the contract drawings and specifications herein must be strictly adhered to.

LIQUIDATED DAMAGES

Time is of the essence for completion of this project in order to have the Project ready for the City of Berkley. The Bidder guarantees that he/she can and will complete the work within the time limit stated hereinbefore or within the time as extended as provided elsewhere in the Specifications. Inasmuch as the damage and loss to the Owner which will result from the failure of the Bidder 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 Bidder shall be liquidated in the amount of Five Hundred Dollars (\$500.00), for each and every calendar day by which the Bidder 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.

The Owner will provide a list of locations and estimated quantities each spring for the contract duration. The scope of work for each year is expected to be completed by November 1st of that year in years one (2024), two (2025), and three (2026).

We understand that liquidated damages may be assessed should we fail to meet the stipulated completion dates. Specifically, liquidated damages will be assessed daily beginning November 2nd, 2026 until such a time that completion is achieved and further if all work is not completed by the Final Completion Date.

BIDS TO REMAIN FIRM

The price stated in this Proposal shall be guaranteed for a period of not less than 60 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 his/her/ her 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 City of Berkley.

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

Company Name: SJR Pavement Repair, Inc.

Signature: Robert P. Chyn Title: Project Manager

Address: 2120 Ryan Rd, Warren, MI 48091

State: Michigan

Fax No.: 586-755-4322

Email Address: sjr.pavementrepair@worldway.com

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) SJR Pavement Repair, Inc.

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

Street 22120 Ryan Rd.

City Warren

State MI Zip Code 48091

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
<u>Robert A. Chapman President</u>	<u>12060 Hickory Royal Oak, MI 48073</u>
_____	_____
_____	_____

Signed and Scaled this 6th day of March, 2024

Robert P. Chapman
By (Signature)

Robert P. Chapman
Printed Name of Signer

Project Manager
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BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: *(Name, legal status and address)*

SJR Pavement Repair, Inc.
22120 Ryan Rd.
Warren, MI 48091

SURETY: *(Name, legal status and principal place of business)*

NGM Insurance Company
55 West Street
Keene, NH 03431

OWNER: *(Name, legal status and address)*

City of Berkley
3338 Coolidge Hwy.
Berkley, MI 48072

BOND AMOUNT: (5%) Five Percent of the Attached Bid*****

PROJECT: *(Name, location or address, and Project number, if any)*

City of Berkley 2024-2026 Preventative Pavement Maintenance 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 7th day of March, 2024

Roy Mc my
(Witness)

SJR Pavement Repair, Inc.
Robert A Chapman
(Principal) *(Seal)*
President
(Title)

NGM Insurance Company
[Signature]
(Surety)



Cheryl Hughes
(Witness)

Barry W. Berman
(Title) Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Barry W. Berman, Cheryl Hughes** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

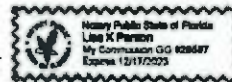


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Peute



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 7th day of March, 2024.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award the Cross Connection Control Program to HydroCorp located at 5700 Crooks Road, Troy, Michigan for a (3) three-year term.

Ayes:

Nays:

Motion:



CITY OF BERKLEY


DEPARTMENT OF PUBLIC WORKS

3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Matthew Baumgarten, City Manager

Cc: Laurie Fielder, Finance Director

From: Shawn Young, DPW Director 

Date: March 11th, 2024

Subject: Cross Connection Control Program Services
Recommendation for Award-HydroCorp

The State of Michigan Public Act 399 requires water utilities to have a comprehensive cross connection control program to help protect the drinking water supply from contamination due to cross connections. A cross connection is defined as any connection or piping arrangement through which contaminants could enter the water system in the event of a reversal of flow. This turnkey program has many components including public education, generating notices, on-site inspections, data management and reporting. Coverage includes commercial properties as well as residential homes.

HydroCorp, Inc. of Troy, Michigan was previously awarded the cross connection services contact via competitive bid back in 2016 and in 2021. This contract is set to expire in April 2024. As a result, the DPW prepared a Request for Proposal (RFP) and published electronically via BidNet/MITN with a bid opening held on March 7th, 2024. A single bid was received (see attached table and documentation). HydroCorp was the sole bidder (\$1,769 per month or \$21,228 per year). The term of the agreement is for three (3) years with an option to extend one additional period.

HydroCorp is a certified and insured company with over 40 years of backflow protection experience. They annually complete over 90,000 inspections in seven (7) different states. Closer to home, they provide similar service to many of our neighbors. Their primary goal is to keep drinking water safe through cost effective compliance.

HydroCorp has successfully met all EGLE cross connection requirements and has completed approximately 1,200 on-site inspections within the City of Berkley. We recommend a three (3) year award to HydroCorp at the submitted bid prices.

Funding is allocated each year under the Water Service account #592-536-822-000 (Cross Connections).

Feel free to contact our office with any questions or concerns.

Thank you.



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM REQUEST FOR PROPOSAL

The City is accepting bids for Cross Connection Control Program Services from a qualified and licensed Vendor. Official bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN). Hard copy bids will not be accepted by the City. To register, go to the BidNet website: www.bidnetdirect.com. Responses are due by 3 PM on March 7th, 2024.

Bid specifications may be downloaded from BidNet/MITN or the City's website at www.berkleymich.org.

No Bidder may withdraw a proposal between the date set for the opening thereof and forty-five (45) calendar days after the bid opening.

NOTE: The City of Berkley reserves the right to reject any and all proposals received as a result of this request for proposal. The City reserves the right to re-bid this service if deemed necessary. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City, the public interest will be better served.

The City of Berkley does not discriminate in its employment or any other programs or activities based on sex, race, color, age, height, weight, marital status, national origin, religion, arrest record, or disability.

Matthew Baumgarten
City Manager
Berkley, Michigan 48072



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM REQUEST FOR PROPOSAL

INTRODUCTION

The City is accepting bids for Cross Connection Control Program Services from a qualified and licensed Vendor. This turnkey service includes establishing procedures for inspecting, reporting and maintaining drinking water systems in compliance with State of Michigan Public Act 399, Part 14.

Sealed bids must be submitted electronically via BidNet/Michigan Inter-governmental Trade Network (MITN). Responses are due by 3 PM March 7th, 2024. To register, go to the BidNet website: www.bidnetdirect.com.

Bid specifications may be downloaded from MITN or the City's website at www.berkleymich.org. All proposals must be submitted on the forms furnished.

Each Bidder is responsible for fully acquainting themselves with the RFP specifications and the existing conditions in Berkley. For transparency purposes, no oral interpretations will be given to any Bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based upon such inquiry, the City of Berkley may choose to issue an Addendum.

Failure or omission of any Bidder to examine any form, instrument, or other document, shall in no way relieve them from any obligation with respect to their bid or to the contract, or entitle them to additional compensation.

Questions regarding this bid should be directed to Shawn Young, Director of Public Works, at syoung@berkleymich.net. No phone call responses to questions will be provided.

BACKGROUND

The City of Berkley is a residential community located in southeast Oakland County, Michigan with a population of approximately 15,000. The 2.6 square mile community also includes a downtown area filled with independent retailers and restaurants.

There are approximately 6,800 water customers in the City of which about 6,400 are single-family residential. The remaining 400 customers are a combination of commercial, school and apartment accounts.

General information regarding the City of Berkley is available at www.berkleymich.org.

GOALS

Berkley and the Southeastern Oakland County Water Authority (SOCWA) are committed to providing safe water to all residents and businesses. As required under the Michigan Department of Environment, Great Lakes and Energy (EGLE) Public Act 399, the City shall maintain a Cross Connection Control Program to insure a safe public water supply. It is the City's responsibility to protect its water system from cross connections through a regular program of education, inspections and testing.

The City is seeking the services of an experienced, qualified and licensed Vendor to provide a turnkey Cross Connection Control Program.

INSURANCE

The Vendor shall comply with the requirements of the Michigan Workmen's Compensation Law, and shall maintain Commercial General Liability insurance, as specified below. Proof of insurance coverage shall be provided to the City Clerk prior to commencing work on an ACORD Form. All required insurance shall name as additional insured the City of Berkley, including all elected and appointed officials, employees and volunteers. Such insurance shall include an endorsement that 30 days advance written notice of cancellation or non-renewal of, or material change in, any such insurance shall be provided to the City.

The Vendor shall secure and maintain, during the life of this contract, Worker's Compensation Insurance as required by Michigan State Law, for all employees performing work under this contract.

The Vendor shall secure and maintain, during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverage's, with limits of liability not less than \$500,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Vendor shall secure and shall maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City of Berkley, in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of each accident and property damage in an amount not less than \$200,000 each accident and \$200,000 aggregate.

TERM

The contract period shall be three (3) years from date of award by City Council. Bid prices submitted must remain firm during the contract period.

The contract may be extended for one (1) additional three (3) year period with a reasonable adjustment in price being considered and negotiated during the renewal process. Contract renewal would be subject to City Council Approval.

The City reserves the right to terminate this contract upon thirty (30) days written notice to the Vendor.

SUBCONTRACTORS

Subcontractors are not allowed without prior written consent from the City. Any subcontractor, if approved, shall be bound by the terms and conditions of this contract.

PUBLIC INTERACTION

All Vendor employees are expected to interact and respond to the public in a respectable and courteous manner and shall not engage in any form of confrontation.

WORKMANSHIP & SAFETY

Only personnel trained and experienced in the various aspects of applicable operations shall perform said services. In addition, Vendor shall comply with all Federal, State and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment. Vendor shall also take responsibility to protect the life and health of employees on the job and protect public/private property during the performance of the agreement.

DAMAGES

Vendor guarantees that reimbursement, repair or replacement, and restoration of any public or private property damaged by careless or accidental use of materials and/or machinery in the performance of the contract will be made to the satisfaction of the City at no additional charge.

CONFLICT OF INTEREST

Vendor shall not provide backflow prevention assembly testing, installation or repair services within the City nor be engaged/affiliated in backflow prevention assembly testing/repair business.

CITY RESPONSIBILITIES

City of Berkley will supply an electronic version of letterhead and logo to the Vendor for use on written correspondence. City will also provide the Vendor with a water account listing and appropriate staff contact information.

INVOICING AND PAYMENT TERMS

Vendor shall invoice the City at a monthly fixed rate and prices must remain firm during the contract period.

Payment to the Contractor will generally be made within 30 days of invoice approval.

STORAGE OF EQUIPMENT AND SUPPLIES

The City will not provide storage facilities for the Vendor.

CONFORMITY TO SPECIFICATIONS

Proposals must be made in full conformity to all conditions as set forth in the specifications.

RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS

The City reserves the right to accept any proposal, to reject any and all proposals, and to waive any defect or irregularity in any proposal if it is deemed to be advantageous to the City to do so.

In particular, any alteration, erasure, or interlineation in the specifications which are made a part, specifically of the instructions or of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.

No bid proposal will be accepted by the City of Berkley, with any product substitutions, unless a full explanation of those substitutions have been submitted to the City of Berkley, for the City's review and approval.

LEGAL CONDITIONS

The Vendor agrees to abide by all Federal, State, County and Local laws and regulations.

PROPOSAL CONTENT REQUIREMENTS

The following information and forms must be contained in the RFP response:

1. The Authorized Representative (or the primary contact person) must be clearly identified for business purposes. The name, title, mailing address, phone number and email address for this individual must be provided.
2. Signature of the employee or agent authorized to bind the company contractually.
3. A listing of personnel who will be responsible for the performance of the contract.
4. A final, "fixed price" bid using the Basis of Award forms (attached).

In addition, the RFP response must include the following forms as found at www.berkleymich.org/bids:

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit

5. Non-Collusive Affidavit

6. Non-Discrimination Affidavit

EXTRAS

Except as otherwise herein provided, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the City and the price stated in such order.

COMPLIANCE WITH REGULATIONS

The Bidder shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

NON-DISCRIMINATION

The Bidder shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Bidder shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Bidder covers a program set forth in Appendix B of the Regulations.

SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Bidder of their obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

INFORMATION AND REPORTS

The Bidder shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Berkley to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Bidder is in the exclusive possession of another who fails or refuses to furnish this information, the Bidder shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

SANCTIONS FOR NON-COMPLIANCE

In the event of the Bidders non-compliance with the non-discrimination provisions of this contract, the City of Berkley shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the Bidder complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

INCORPORATION OF PROVISIONS

The Bidder shall include the provisions outlined above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Bidder shall take such action with respect to any subcontract or procurement as the City of Berkley may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Bidder may request the City of Berkley to enter into such litigation to protect the interests of the City, and, in addition, the Bidder may request the State Highway Department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

DETAILED SPECIFICATIONS

The City is accepting sealed bids for Cross Connection Control Program Services from a qualified and licensed Vendor. This turnkey service includes establishing procedures for inspecting, reporting and maintaining drinking water systems in compliance with State of Michigan Public Act 399, Part 14.

The following work items are included in the project scope:

1. Provide complete cross connection control inspections, program and data management including:
 - A. Annually, complete approximately 100 commercial/school/apartment cross connection control inspections, compliance inspections and re-inspections of facilities within the City using the containment and isolation review approach as supported by EGLE Water Bureau. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.

Also complete approximately 150 single-family residential lawn irrigation inspections per year based on known sprinkler systems (exterior access only).
 - B. Coordinate and notify customers of cross connection control inspections and/or re-inspections in writing.
 - C. All testable & non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspection.
 - D. All existing backflow prevention devices, (i.e. testable & non-testable) must be inspected, inventoried and documented.
 - E. Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.
 - F. Perform re-inspection for each non-compliant location upon notification of completion of compliance requirements. All compliance inspections will be scheduled and completed as required.

- G. Provide full-time phone support for customer service questions by an ASSE-Series 5000 (or equivalent) trained individual. Phone will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after hour calls.
 - H. Coordinate and manage the testing of all backflow prevention assemblies in accordance with EGLE requirements. Services to include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. All testing results will be maintained for a period of 7 years.
 - I. Submit comprehensive management reports to the City on a secure website. Status reports will be available on-line and include the number of inspections completed, notices sent, tests overdue, inspections overdue, a listing of inspections and re-inspections scheduled for the upcoming period, upcoming notifications, a list of facilities in, or not in, compliance.
 - J. Provide a comprehensive annual report that includes a program summary, copy of the annual EGLE report, a detailed listing of all inspection locations, and individual listing of those facilities in, or not in, compliance, inspections completed, sites never inspected, and notifications sent.
 - K. Provide progress review meetings with the City's designated representative to discuss program status and specific recommendations as requested.
 - L. Provide a minimum of one (1) onsite EGLE Approved Operator Training class annually providing continuing education credits for licensed water operators employed by the City.
 - M. The inspector will check-in/out with the City contact person on a daily basis or as requested during the inspection period. The check in will include a list of inspections scheduled for the day. The check out will include a verbal summary and the number of inspections completed for the day.
 - N. All expenses related to "time and travel" for completion of job scope is to be included in request for proposal.
 - O. Vendor will help to coordinate and provide a minimum of one (1) Public Informational Meeting and one Backflow Prevention Assembly Tester Meeting on an annual basis to explain the City Cross connection Control Program and provide procedures/certification requirements to Testers.
 - P. Vendor to produce and deliver up to 1,000 educational cross connection control brochures annually. Brochure shall be approved by the City prior to distribution and must be delivered within the first three (3) months of the contract award.
 - Q. Vendor will assist the City with a community wide public relations/education program including local press releases, public access television announcements and customized web site cross connection control program overview content and resources.
2. Provide and/or Review a Cross connection Control Plan specific to the City as required by EGLE. The plan must include code adaptation, references, program intent, standard

operational procedures, all program and notice documentation, reporting procedures (including daily, monthly & annually), backflow prevention devices including detailed installation schematics, piping identification, and preference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency for re-inspection of each facility will be influenced by the degree of hazard existing within the facility. The re-inspection frequency of each facility will be based on a 1 to 5 year time period. Vendor must work with the City and EGLE to get the plan approved. Vendor must submit plan to EGLE for approval.

3. The Vendor must use a cross connection control software package for program management.

The software package must be approved by the City and able to produce at a minimum the following reports and notices:

- A. Standard notices and reports to include, inspection, re-inspection, testing, non-compliance and compliance notices.
- B. Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
- C. Schedule cross connection control survey inspections and backflow prevention assembly testing notices from internal records, standard procedures, and timing as required by EGLE & approved City CCC Plan.
- D. Track testable and non-testable devices & backflow prevention assemblies and compliance requirements.
- E. Automatically access all data relevant to a particular facility or period of time.
- F. Generate the Annual EGLE Water Supply Cross Connection Control Report and supporting documents.
- G. On-line access for City to monitor and download reports and individual facility information. Reports shall be in a format which allows the City to sort and organize data.



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM BASIS OF AWARD

CONTACT INFORMATION AND QUALIFICATIONS

Company Name: _____
Service Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____ Fax Number: _____
Representative's Name: _____
Representative's Title: _____
Signature: _____
Email Address: _____
Emergency Contact Person and Phone Number: _____

Type of Organization: Individual Partnership Corporation Other

Date Organization Established: _____

Number of Years' Experience in this Work: _____

Current Full Time Employees: _____ Current Part Time Employees: _____

Total Number of Cross Connection Inspections Completed Annually: _____

Names of Certified Drinking Water Operators (S License) Employed by Company: _____

Please Identify which Professional Organizations your Company is a Member of: _____

Briefly Describe your Customer Service Philosophy and Quality Control Initiatives: _____

Please Outline Procedures for Securing Off-site Data and Sensitive Information: _____

Company has Visited the City of Berkley and is Familiar with the Existing Conditions?: YES NO

Any Exceptions, Substitutions, Deviations, etc. from these Specifications must be stated below: _____



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM BASIS OF AWARD

PRICING

PROVIDE MONTHLY FLAT CHARGE AND YEARLY TOTAL BELOW (NOT-TO-EXCEED)						
\$	COST PER MONTH	X	12 MONTHS	=	\$	ANNUAL COST

The RFP response must include the submission of the following forms as found at www.berkleymich.org/bids:

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit
5. Non-Collusive Affidavit
6. Non-Discrimination Affidavit



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM BASIS OF AWARD

CONTACT INFORMATION AND QUALIFICATIONS

Company Name: HydroCorp
 Service Address: 5700 Crooks Road, Suite 100
 City: Troy State: MI Zip: 48098
 Telephone Number: 248.250.5000 Fax Number: N/A
 Representative's Name: Paul M. Patterson
 Representative's Title: Senior Vice President
 Signature: _____
 Email Address: ppatterson@hydrocorpinc.com
 Emergency Contact Person and Phone Number: Paul M. Patterson - 248.250.5022

Type of Organization: Individual Partnership Corporation Other

Date Organization Established: 1983

Number of Years' Experience in this Work: 40

Current Full Time Employees: 106 Current Part Time Employees: 4

Total Number of Cross Connection Inspections Completed Annually: 90,000

Names of Certified Drinking Water Operators (S License) Employed by Company: Jerome Hoffman

Please Identify which Professional Organizations your Company is a Member of: Michigan and National sections - AWWA, APWA, MRWA, ASSE, ICC

Briefly Describe your Customer Service Philosophy and Quality Control Initiatives: Please see section 6.3 of attached response. There are quality control measures in place for both administrative and field staff which include spot checks on inspections by senior inspectors, administrative review of field data prior to sending any correspondence to water customers, regular data base review/updates, continous training initiatives, etc...

Please Outline Procedures for Securing Off-site Data and Sensitive Information: Please refer to section 6.1 of attached proposal.

Company has Visited the City of Berkley and is Familiar with the Existing Conditions?: YES NO

Any Exceptions, Substitutions, Deviations, etc. from these Specifications must be stated below: _____

Type text here

N/A



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM BASIS OF AWARD

PRICING

PROVIDE MONTHLY FLAT CHARGE AND YEARLY TOTAL BELOW (NOT-TO-EXCEED)						
\$ 1,769.00	COST PER MONTH	X	12 MONTHS	=	\$ 21,228.00	ANNUAL COST

The RFP response must include the submission of the following forms as found at www.berkleymich.org/bids:

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
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CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COGLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
NON-COLLUSIVE AFFIDAVIT

BID OPPORTUNITY: Cross Connection Control Program

THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
 COUNTY OF OAKLAND

Paul M. Patterson, BEING DULY SWORN
 deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vender of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
6th day of March, 2024
 a notary public in and for said County,

 Authorized Signature

Paul M. Patterson
 Printed Name of Signatory

HydroCorp
 Company Name

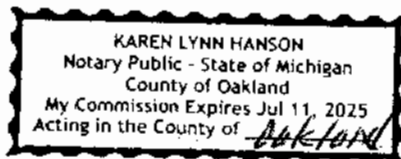
5700 Crooks Road, Suite 100
 Address

Troy, MI 48098
 City, State, Zip Code

248.250.5000
 Area Code & Phone Number

Karen Lynn Hanson
 Notary Public

My Commission expires: July 11, 2025



PLEASE NOTE: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

CITY OF BERKLEY BID OPPORTUNITY
IRAN BUSINESS RELATIONSHIP AFFIDAVIT

BID OPPORTUNITY: Cross Connection Contro Program

THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
 COUNTY OF OAKLAND

Paul M. Patterson, BEING DULY SWORN
 deposes and says that:

1. Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
6th day of March, 2024
 a notary public in and for said County,

Karen Lynn Hanson
 Notary Public

My Commission expires: July 11, 2025



[Signature]

Authorized Signature

Paul M. Patterson

Printed Name of Signatory

HydroCorp

Company Name

5700 Crooks Road, Suite 100

Address

Troy, MI 48098

City, State, Zip Code

248.250.5000

Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 NON-DISCRIMINATION AFFIDAVIT**

BID OPPORTUNITY: Cross Connection Control Program

**THIS AFFIDAVIT SHALL BE SUBMITTED AND MADE A PART OF EACH AND EVERY BID PROPOSAL
 TO THE CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN
 COUNTY OF OAKLAND

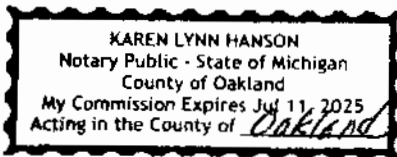
Paul M. Patterson, BEING DULY SWORN
 deposes and says that:

1. In compliance with the City of Berkley Non-Discrimination Policy, the Contractor shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
2. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this
6th day of March, 2024
 a notary public in and for said County,

Karen Lynn Hanson
 Notary Public

My Commission expires: July 11, 2025



[Signature]
 Authorized Signature

Paul M. Patterson
 Printed Name of Signatory

HydroCorp
 Company Name

5700 Crooks Road, Suite 100
 Address

Troy, MI
 City, State, Zip Code

248.250.5000
 Area Code & Phone Number

PLEASE NOTE: City of Berkley employees cannot notarize this document.



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 HOLD HARMLESS & INDEMNITY FORM**

BID OPPORTUNITY: Cross Connection Control Program

PURPOSE:

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Berkley (City), Its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at anytime there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the CONTRACTOR or anyone acting on its behalf in connection with or incident to this agreement.

The CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the CONTRACTOR shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The CONTRACTOR shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

PLEASE PRINT:

HydroCorp

Contractor Name

5700 Crooks Road, Suite 100

Contractor Street Address

Troy, MI 48098

City, State, Zip Code

248.250.5000

Telephone

Paul M. Patterson

Authorized Representative

Signature

3/5/2024

Date

Witness



CITY OF BERKLEY
OFFICE OF THE CITY CLERK
 3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

**CITY OF BERKLEY BID OPPORTUNITY
 CONFLICT OF INTEREST DISCLOSURE FORM**

BID OPPORTUNITY: Cross Connection Control Program

Name:	Paul M. Patterson	Company:	HydroCorp
Title:	Senior Vice President	Address:	5700 Crooks Rd., Suite 100 Troy, MI 48098

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for-profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

<input type="checkbox"/>	I have the following conflict of interest to report.

<input type="checkbox"/>	I have the following potential conflict of interest to report.

I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature

3/5/2024

Date



THE SAFE WATER AUTHORITY®

Proposal For:

RFP: Cross Connection Control Program

City of Berkley

3338 Coolidge Hwy.

Berkley, MI 48072

PROJECT CONSULTANT

Paul Patterson, Senior Vice President

DIRECT LINE: 734.904.5153

EMAIL: ppatterson@hydrocorpinc.com

Bid Due:

March 7, 2024

3:00 PM EST





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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

Based on the City's RFP, HydroCorp™ will provide the following services to City of Berkley. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The full scope of work proposed, as required in the RFP, is located in Appendix A.

1. Annually, perform a minimum of **100** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Annually, perform a minimum of **150** initial inspections, compliance inspections, and re-inspections at individual residential properties within the City served by the public water supply for cross-connections. Inspections will be of the property's exterior.
3. Provide up to four (4) ASSE approved hose bibb vacuum breakers per property as needed in order to place the property into immediate compliance at the time of inspection.
4. Generate all backflow prevention assembly test notices for commercial (non-residential) properties.
5. Generate all non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
6. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
7. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
8. Submit comprehensive management reports on a quarterly basis.
9. Conduct an annual review meeting to discuss overall program status and recommendations.
10. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.



2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to a staff of over 70 full time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 300 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- HydroCorp Conducts over 90,000 on site, Cross-Connection Control Inspections **annually**.
- Our highly trained staff works in an efficient manner to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
 - USC -Foundation for Cross Connection Control and Hydraulic Research,
 - ASSE- American Society for Sanitary Engineering
 - ABPA - American Backflow Prevention Association
- Our trained administrative staff/call center can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA)
 - National Rural Water Association (NRWA)
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.
- HydroCorp has provided significant input/expertise in the revision of 3rd and 4th Edition of the Michigan Department of Environment, Great Lakes and Energy (EGLE) Cross-Connection Rules Manual.

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2.2. References

- a. **City of Royal Oak, MI**, 1600 N. Campbell Road, Royal Oak, MI 48067 | Aaron Filipski, Director of Public Works, AaronF@romi.org , 248-246-3313
HydroCorp Municipal Client since 2015
- b. **City of Clawson, MI**, 425 Main Street, Clawson, MI 48017 | Trevor Zablocki, Public Works Superintendent, Tzablocki@cityofclawson.com , 248-288-3222
-HydroCorp Municipal Contract Client since 2004
- c. **City of Birmingham**, 151 Martin Street, Birmingham, MI 48009 | Scott Zielinski, Director of Public Services, szielinski@bhamgov.org , 248-530-1702
-HydroCorp Municipal since 2013
- d. **City of Madison Heights**, 300 W. 13 Mile Road, Madison Heights, MI 48071 | Sean Ballantine, Director of Public Service, seanballantine@madison-heights.org , 248-589-2294
-HydroCorp Municipal Contract Client since 2007
- e. **City of Livonia**, 12973 Farmington Road, Livonia, MI 48150 | Don Rohraff, Director of Public Works, drohraff@livonia.gov , 734-466-2607
-HydroCorp Municipal Contract Client since 2006

Contact:	Paul Patterson	<p style="text-align: center;">Troy, MI Corporate Office</p> 
Telephone:	248-250-9999 (Cell)	
Email:	PPatterson@hydrocorpinc.com	
(Remit to Address)	HydroCorp 5700 Crooks Rd., Ste. 100 Troy, MI 48098	
Telephone:	800.690.6651 or 248.250.5000	
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008	

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2.3. Industry Leadership

With over 300 municipal clients and for over 30 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients, a virtually unmatched level of customer satisfaction. Entering its fourth decade, HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for the development and implementation of HydroCorp's sales and growth strategies in the municipal and industrial markets. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he served as a Utility Systems Specialist and was responsible for operating and maintaining potable water systems and wastewater collection systems both at home and abroad. Mr. Patterson is an American Society of Sanitary Engineers certified instructor and regularly presents at national and regional water industry association conferences.



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

Dave is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin

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Department of Natural Resources, municipal employees, plumbers and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:





ASSE Series 5000 Certification Listings for HydroCorp Employees

<http://asse-plumbing.org/certified.asp>

Last Name	First Name	Certification #	Certification Type	Expiration Date
Adamus	Glenn	18179	5150-BP Administrator	10/31/2025
Adamus	Glenn	20618	5110-Tester	10/31/2025
Adamus	Glenn	20618	5120-Surveyor	10/31/2025
Aittama	Bill	25237	5110-Tester	12/31/2023
Aittama	Bill	25237	5120-Surveyor	12/31/2023
Auferroth	Edward	18180	5120-Surveyor	3/31/2024
Ayers	Jerry	18181	5120-Surveyor	1/31/2025
Ayers	Jerry	18181	5150-BP Administrator	1/31/2025
Cardinal	Dave	26905	5110-Tester	1/31/2025
Cardinal	Dave	26905	5120-Surveyor	1/31/2025
Crable	John	25241	5110-Tester	1/31/2025
Crable	John	25241	5150-BP Administrator	1/31/2025
Derozier	Danny	30566	5120-Surveyor	1/31/2025
Duberg	Chris	47770	5120-Surveyor	3/31/2024
Hensley	Ryan	18184	5120-Surveyor	1/31/2025
Hensley	Ryan	18184	5150-BP Administrator	1/31/2025
Hensley	Jodi	42080	5150-BP Administrator	2/28/2025
Hetrick	Matt	34289	5120-Surveyor	3/31/2024
Hoffman	Jerome	34970	5110-Tester	5/31/2023
Hoffman	Jerome	34970	5120-Surveyor	5/31/2023
John	Moe	34291	5120-Surveyor	5/31/2024
Kim	Pritchard	42082	5150-BP Administrator	2/28/2025
Koehler	Cody	47772	5110-Tester	1/31/2025
Koehler	Cody	47772	5120-Surveyor	1/31/2025
McLaren	Gary	18186	5120-Surveyor	1/31/2025
McLaren	Gary	18186	5150-BP Administrator	1/31/2025
Nick	Oliver	34292	5120-Surveyor	3/31/2024
Patel	Jigar	20555	5110-Tester	7/31/2027
Patel	Jigar	20555	5120-Surveyor	6/30/2027
Patel	Jigar	20555	5130-Repairer	7/31/2027
Patterson	Paul	9199	5120-Surveyor	10/31/2026
Patterson	Paul	9199	5110-Tester	10/31/2026
Patterson	Paul	9199	5130-Repairer	10/31/2026
Patterson	Paul	9199	5150-BP Administrator	10/31/2026
Patterson	Bethany	18187	5150-BP Administrator	1/31/2025
Scott	Price	26477	5120-Surveyor	10/31/2026
Scott	Price	26477	5110-Tester	10/31/2026
Rick	Kinney	30567	5120-Surveyor	1/31/2025
Rockafellow	Tristen	47774	5110-Tester	6/30/2024
Rockafellow	Tristen	47774	5120-Surveyor	6/30/2024
Rugg	Gerald	27375	5120-Surveyor	1/31/2025
Sandra	Redlin	42084	5150-BP Administrator	1/31/2025
Scott	Mitchell	30569	5120-Surveyor	1/31/2025
Stein	Jerold	47775	5120-Surveyor	6/30/2024
Stein	Jerold	47775	5110-Tester	6/30/2024
Wade	Kubina	30568	5120-Surveyor	1/31/2025
Wolf	Craig	34294	5120-Surveyor	3/31/2024

Cross-Connection Control Certifications:

5110 – Backflow Prevention Assembly Tester

5120 – Cross-Connection Control Surveyor

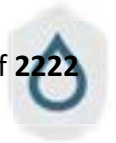
5130 – Backflow Prevention Assembly Repairer

5140 – Fire Sprinkler Cross-Connection Control Tester

5150 – Backflow Prevention Program Administrator

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4. CROSS-CONNECTION PROGRAM WORK PLAN

4.1. Development of Written Cross-Connection Control Program Plan

HydroCorp will work closely with the **CITY** to develop and implement a program to meet the specific timeline guidelines established by the **CITY** and the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Further, HydroCorp will conduct the necessary detailed research of current State of Michigan Administrative Code related to Cross-Connection Control and Backflow Prevention associated with public water system requirements.

Sample Plan Elements

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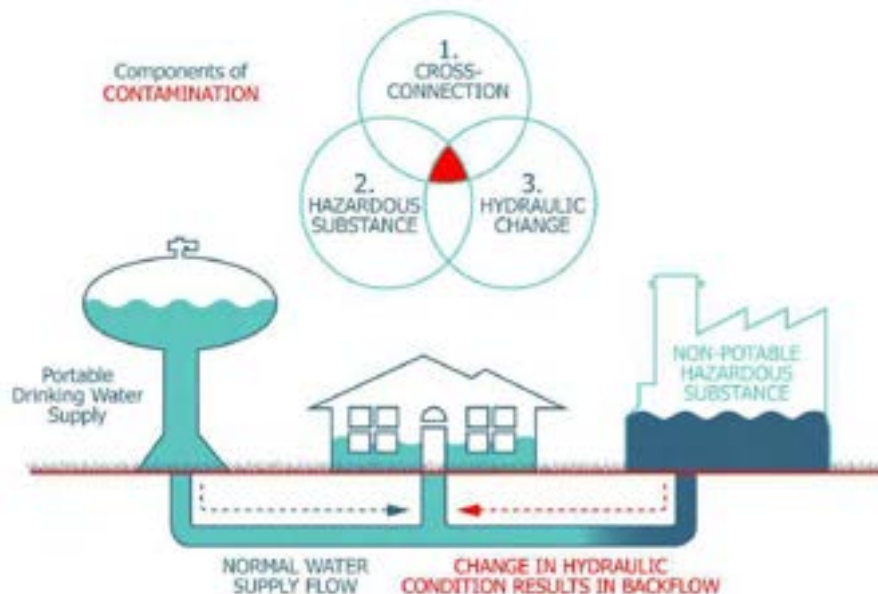
4.2. Purpose of the Cross-Connection Control Program

- Protect the water supply/public health and safety from backflow.
- Comply with state and local regulations.
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

A cross-connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply.

4.3. Examples of common Cross-Connection Hazards:

- Garden Hose connections lacking backflow prevention devices.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers
- Backflow Prevention Assemblies improperly installed or missing test documentation
- Toilets with faulty or unapproved anti-siphon valves
- Lawn Irrigation systems with missing or inappropriate backflow preventers
- Restaurant equipment with missing or inappropriate backflow preventers
- Dental office equipment with missing or inappropriate backflow preventers
- Fire Sprinkler systems with missing or inappropriate backflow preventers
- Chemical mixing systems in janitorial closets with missing or inappropriate backflow preventers
- Unprotected water supply bypasses
- Improper type of backflow prevention assembly for the degree of hazard



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5. CROSS-CONNECTION INSPECTION PROCESS

5.1. Postal Notification Process

POSTAL NOTIFICATION PROCESS - INSPECTIONS



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5.2. Inspections/Surveys

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices, methods & assemblies, and other pertinent program information. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross-connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross-connections. Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Utility/City Cross-Connection Control Plan. The Plan will include detailed inspection frequency information and be submitted to the EGLE for final approval.

Definitions:

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).
- *Containment* - “Containment” is the installation of a backflow prevention device between the facility and public distribution systems. Containment minimizes the chance for water of questionable quality to leave a facility and to enter the public distribution system.



5.3. Containment Policy

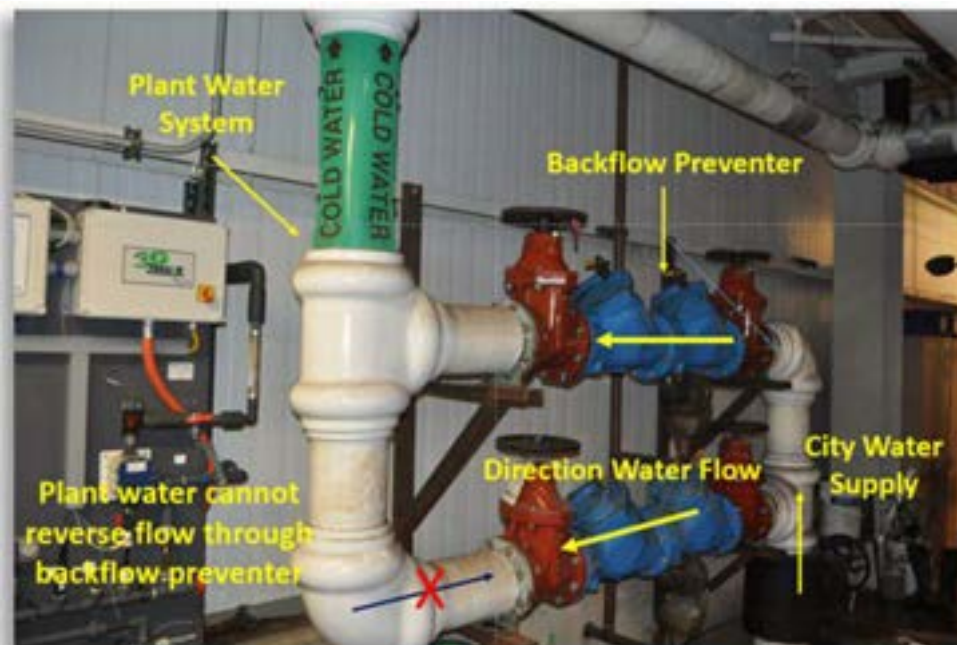
Containment at Service Connection: While a facility may be contained, the Authority may still require an inspection downstream of the containment assembly(s). It is the responsibility of the facility to provide potable water at all times to its employees and/or public. Failure on the facility's part to take corrective action would constitute a violation thus exposing the facility to possible legal ramifications.

A [Containment Notice](#) will be issued for any one of the following:

- Facility determined to be high hazard.
- Refusal to comply with the normal steps for non-compliance.
- Facility does not allow free and unlimited access to areas requiring inspection/survey.
- Piping not differentiable or determined to be complex.
- Piping is not readily accessible (i.e., concealed piping)
- Multiple piping systems
- Inadequate piping identification
- Facility changes their plumbing configurations on a regular frequency.
- Secondary/auxiliary water sources
- Manufacturing/use of industrial fluids in piping systems or facility operations
- Refusal of entry
- No current as built/engineering drawings of the potable water system.

*Containment device(s) does not negate the facility's responsibility to ensure the internal water system is protected utilizing appropriate backflow prevention methods.

Containment Example:



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5.4. Annual Backflow Prevention Assembly Testing Record Tracking and Notification

- Water Customers who have Testable Assembly Type Backflow Prevention Assemblies are notified via postal notice with instructions to submit annual test record data from a Certified Tester. Certified Testers are required to register (no fee) via a designated secure website provided by HydroCorp during the duration of the contract period.
- HydroCorp monitors backflow prevention assembly tester credentials and qualifications in order to ensure that only qualified and state certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp utilizes a two-step approach/review process when sending out program notices to ensure accuracy and improve compliance results and customer service.
- HydroCorp continually monitors program database information and reviews this with the City Contact in order to improve compliance results and customer service.

Example Screen for Online Backflow Preventer Test Record Portal

HYDR CORP.
THE SAFE WATER AUTHORITY.

**HELP PROTECT
YOUR DRINKING
WATER**

Select Your Backflow Tester Today.

Congratulations, you're taking the first step in complying with your local water purveyor's mandate to safeguard the drinking water system. To ensure your system is protected against the hazards of backflow, you'll need to have your backflow prevention assembly tested. Simply enter the Customer Reference Number you were provided.

If you do not have your Number, select your state and county from the drop down. Either method will provide you contact information for Certified Testers that work in your area. Contact any Certified Tester to schedule your test. Thank you for your cooperation.

Enter your Customer Reference Number

- -

or

Enter your State and County

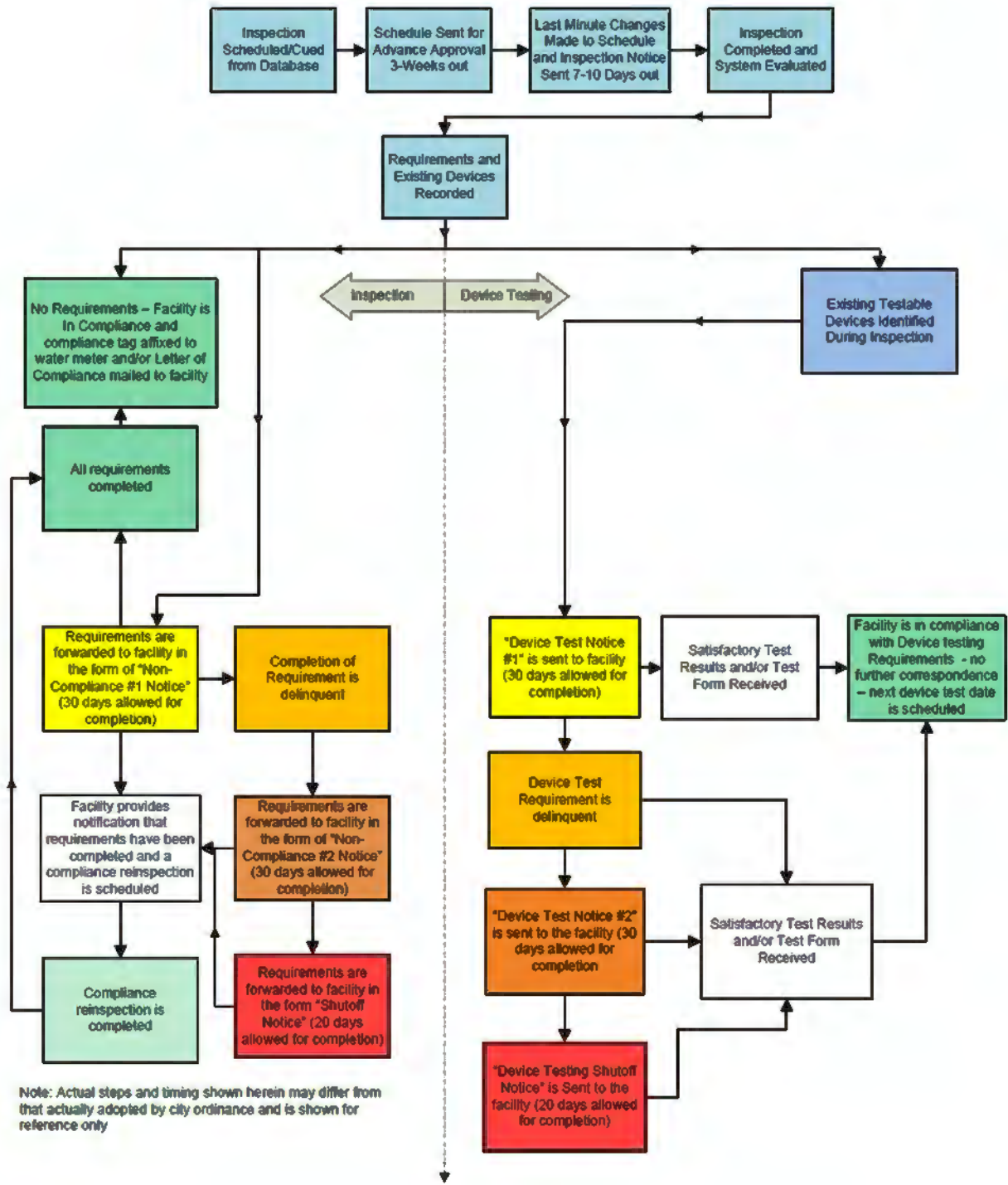
Select your state

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Inspection and Annual Backflow Test Record Compliance Process:





6. SECURE DATA AND WATER CUSTOMER CARE PROCESS

6.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing/address information.

Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of the Utility/City. The Utility/City can access program data, information and reports on-line via a web browser. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- EGLE Annual Report

Information Technology Infrastructure:

HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time. We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C's for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

Program Data and Backup:

Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.

6.2. Live Program Data Access

Main Dashboard Example

HydroSoft HydroSoft Support: 1-800-690-6651

SAMPLE - Main Dashboard
Cross-Connection Control Software
Program Management System

John Hudak

Dashboard Facility Organization Notices Scheduling Inspections Maintenance Reports User Account Logout

Hydro Dashboard Perfectville

Hydrosoft Details

Last Round of Inspections

Facility Name	Service Address	Status	Inspection Date
Ashley Basin	4340 BLOWING POINT PL	Scheduled	01/30/2015
Sample Facility 07	700 Main St	Scheduled	01/30/2015
Westford Court	720 CELESTIAL WAY	Scheduled	01/23/2015
Sample Facility 02	2 Main St	Scheduled	10/20/2014
Perichloro Aerobroma LTD	2201 CAPTAINS WAY	In Process	09/02/2014
CARTERSBURY TABLS	219 MULLEIGH PL	In Process	09/02/2014
BENNETT AUTO SUPPLY	219 MIDANTOWN DR	In Process	09/02/2014
BILLY'S MARINA # 22	2201 MARINA ISLE WAY	In Process	08/19/2014
CARTERSBURY TABLS	219 MULLEIGH PL	Complete	08/08/2014
Sample Facility 06	606 Main St	In Process	08/06/2014
Kenny Peep	216 SPYGLASS LANE	Scheduled	10/11/2013
ECO LUBE	2221 W. MIDANTOWN RD	In Process	10/30/2013
Rod Colvin	3264 CAPTAINS WAY	In Process	08/20/2013

Non-Compliance #2

Facility Name	Service Address	Status	Inspection Date
Global Product Development	4324 MAIN ST	In Process	08/02/2014
Chris Greenhouse	222 Main St	In Process	06/07/2014

Final Non-Compliance

Testing #1

Facility Name	Service Address	Serial Number	Status	Test Date
ALBERT MORRIS	1234 Main St	0017651	Passed	10/08/2014
ECO LUBE	2221 W. MIDANTOWN RD	54321	Passed	05/08/2014
ECO LUBE	2221 W. MIDANTOWN RD	A000206	Passed	05/08/2014
ECO LUBE	2221 W. MIDANTOWN RD	123456	Passed	04/08/2014
BILIE WINTER DOCTORS	2154 CAPTAINS WAY	98120	Not Tested	05/08/2014
Ashley Basin	4340 BLOWING POINT PL	12345	Passed	03/28/2014
ADMIRALS COVE	220 EAGLE DR	111232353	Not Tested	03/28/2014
ADMIRALS COVE	220 EAGLE DR	SAMPLE001	Not Tested	03/28/2014
AMERIC AUTO SALES INC	217 VENUS STREET	A005348	Not Tested	02/12/2014
Sample Facility 04	4 Main St		Passed	02/10/2014
Sample Facility 03	1234 Main St	SAMPLE503	Passed	02/10/2014

Testing #2

Facility Name	Service Address	Serial Number	Status	Test Date
Sample Facility 02	2 Main St	SAMP02.2	Failed	09/21/2014
Sample Facility 02	2 Main St	SAMP02.2	Failed	09/20/2014
ALBERT MORRIS	1234 Main St	0017651	Passed	02/14/2014
Sample Facility 02	2 Main St	SAMP02.2	Failed	02/13/2014

Final Testing

Facility Name	Service Address	Serial Number	Status	Test Date
WESTERN MICRO LAB	222 SHELBY DR	0000001	Failed	05/05/2014

Client

City of SampleVille
Replace with future Client Logo

Summary	
Accounts:	27
Accounts Inspected:	3
Secondary Source Total:	6
Refrain:	7
Surface:	6
Well:	7
Testable Assemblies Total:	30
RPBP:	14
RPDA:	0
DCV:	6
DDCV:	0
PVB:	10
SVB:	2
Assemblies Tested (YTD):	0
QuCV:	6
AFHBVBI:	2
HBVBI:	4

Qualifying	
Accounts:	1
Accounts Inspected:	0
Secondary Source Total:	1
Refrain:	1
Surface:	1
Well:	1
Testable Assemblies Total:	2
RPBP:	0
RPDA:	0
DCV:	0
DDCV:	0
PVB:	2
SVB:	0
Assemblies Tested (YTD):	0
QuCV:	1
AFHBVBI:	0
HBVBI:	0

Inspections Completed (YTD):	1
Facilities Inspected (YTD):	1



6.3. Customer Service

HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from the hours of 8:00AM – 5:00PM MON-FRI. Most program calls and questions can be answered by one of our ASSE Backflow Prevention Program Certified representatives. Our field staff also carry tablet pc's and smartphones and can respond in a timely manner to any customer related issues.

Frequently asked questions, program brochures and other general Cross-Connection Control information can be found on our website. <http://www.hydrocorpinc.com/resources/faq/>

Public Education is a key component of a successful Cross-Connection Control Program. Some of the ways HydroCorp has assisted communities in their public education efforts include, but are not limited to:

- Providing a specific website with basic cross-connection control information and FAQ's, example: <http://www.hydrocorpinc.com/resources/faq/>
- Newspaper/press releases regarding cross-connection control and preparing/developing information that could be dispersed through social media.
- Direct mailing of informational brochures
- Speaking at town hall, council meetings, working groups, and at homeowner's association meetings
- Creation of Public Education Videos



HydroCorp Headquarters

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com



APPENDIX A – SCOPE OF SERVICES – CROSS CONNECTION CONTROL

HydroCorp will provide the following services throughout the term of the contract:

Scope of Service

1. Provide complete cross connection control inspections, program and data management including:
 - A. Annually, complete approximately 100 commercial/school/apartment cross connection control inspections, compliance inspections and re-inspections of facilities within the City using the containment and isolation review approach as supported by EGLE Water Bureau. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.

Also complete approximately 150 single-family residential lawn irrigation inspections per year based on known sprinkler systems (exterior access only).
 - B. Coordinate and notify customers of cross connection control inspections and/or re-inspections in writing.
 - C. All testable & non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspection.
 - D. All existing backflow prevention devices, (i.e. testable & non-testable) must be inspected, inventoried and documented.
 - E. Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.
 - F. Perform re-inspection for each non-compliant location upon notification of completion of compliance requirements. All compliance inspections will be scheduled and completed as required.
 - G. Provide full-time phone support for customer service questions by an ASSE-Series 5000 (or equivalent) trained individual. Phones will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after-hours calls.
 - H. Coordinate and manage the testing of all backflow prevention assemblies in accordance with EGLE requirements. Services include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. All testing results will be maintained for a period of 7 years.

- I. Submit comprehensive management reports to the City on a secure website. Status reports will be available on-line and include the number of inspections completed, notices sent, tests overdue, inspections overdue, a listing of inspections and re- inspections scheduled for the upcoming period, upcoming notifications, a list of facilities in, or not in, compliance.
- J. Provide a comprehensive annual report that includes a program summary, copy of the annual EGLE report, a detailed listing of all inspection locations, and individual listing of those facilities in, or not in, compliance, inspections completed, sites never inspected, and notifications sent.
- K. Provide progress review meetings with the City's designated representative to discuss program status and specific recommendations as requested.
- L. Provide a minimum of one (1) onsite EGLE Approved Operator Training class annually providing continuing education credits for licensed water operators employed by the City.
- M. The inspector will check in/out with the City contact person on a daily basis or as requested during the inspection period. The check-in will include a list of inspections scheduled for the day. The checkout will include a verbal summary and the number of inspections completed for the day.
- N. All expenses related to "time and travel" for completion of job scope is to be included in request for proposal.
- O. Vendor will help to coordinate and provide a minimum of one (1) Public Informational Meeting and one Backflow Prevention Assembly Tester Meeting on an annual basis to explain the City Cross connection Control Program and provide procedures/certification requirements to Testers.
- P. Vendor to produce and deliver up to 1,000 educational cross connection control brochures annually. Brochures shall be approved by the City prior to distribution and must be delivered within the first three (3) months of the contract award.
- Q. Vendor will assist the City with a community wide public relations/education program including local press releases, public access television announcements and customized web site cross connection control program overview content and resources.

2. Provide and/or Review a Cross connection Control Plan specific to the City as required by EGLE. The plan must include code adaptation, references, program intent, standard operational procedures, all program and notice documentation, reporting procedures (including daily, monthly & annually), backflow prevention devices including detailed installation schematics, piping identification, and preference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency for re-inspection of each facility will be influenced by the degree of hazard existing within the facility. The re-inspection frequency of each facility will be based on a 1-to-5-year time period. Vendor must work with the City and EGLE to get the plan approved. Vendor must submit plan to EGLE for approval.

3. The Vendor must use a cross connection control software package for program management.

The software package must be approved by the City and able to produce at a minimum the following reports and notices:

- A. Standard notices and reports to include, inspection, re-inspection, testing, non-compliance and compliance notices.
- B. Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
- C. Schedule cross connection control survey inspections and backflow prevention assembly testing notices from internal records, standard procedures, and timing as required by EGLE & approved City CCC Plan.
- D. Track testable and non-testable devices & backflow prevention assemblies and compliance requirements.
- E. Automatically access all data relevant to a particular facility or period of time.
- F. Generate the Annual EGLE Water Supply Cross Connection Control Report and supporting documents.
- G. On-line access for City to monitor and download reports and individual facility information. Reports shall be in a format which allows the City to sort and organize data.



CITY OF BERKLEY, MICHIGAN CROSS CONNECTION CONTROL PROGRAM BASIS OF AWARD

PRICING

PROVIDE MONTHLY FLAT CHARGE AND YEARLY TOTAL BELOW (NOT-TO-EXCEED)						
\$	COST PER	X	12 MONTHS	=	\$	ANNUAL COST
1,769.00	MONTH				21,228.00	

The RFP response must include the submission of the following forms as found at www.berkleymich.org/bids:

1. Conflict of Interest Disclosure Form
2. Contractor/Vendor References
3. Hold Harmless and Indemnity Form
4. Iran Business Relationship Affidavit
5. Non-Collusive Affidavit
6. Non-Discrimination Affidavit

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to award the 2024-2026 As-Needed Construction Services Contract to the lowest qualified bidder, CMV Landscape and Equipment Co. of Roseville, Michigan. Funding for this program has been budgeted under account numbers 202-464-818-000, 203-464-818-000, 592-536-982-000, and 592-536-818-000.

Ayes:


Nays:

Motion:



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Matthew Baumgarten, City Manager
Cc: Carl Johnson, Finance Director
From: Shawn Young, DPW Director 
Date: March 21st, 2024
Subject: 2024-2026 As Needed Construction Services Contract Award

Every year, The City of Berkley performs over 100 restoration repairs due to both public and private utility work. This work has primarily included both concrete and asphalt repairs (Hard Surface) along with lawn and landscape repairs (Soft Surface) With this proposed contract we are looking to have one contractor complete a large variety of our restoration and smaller road repair needs.

Electronic Bids were received via Bidnet/Mitn on March 21st, 2024. The bid tab is included with the council packet. We are proposing to award the 3-year contract to CMV Landscape and Equipment Co. of Roseville, Michigan. CMV Landscape and Equipment CO has satisfactorily completed these types of repair for the City of Berkley, City of Madison Heights, Consumers Energy, and Kaltz Excavating.

Funds were allocated in Major Streets (202-464-818-000 Contractual Services) and Local Streets (203-464-818-000 Contractual Services) as well as Water accounts (592-536-818-000 Contractual Services) and (592-536-982-000 Concrete Repair)

Please feel free to contact me with any questions or concerns



March 21, 2024

City of Berkley
3338 Coolidge Hwy
Berkley, Michigan 48072

Attn: Matt Baumgarten, City Manager
Shawn Young, DPW Director

Re: Recommendation for Award and Bid Tabulation
As-Needed Construction Services

HRC Job No. 20240084

Dear Mr. Baumgarten and Mr. Young:

We have reviewed the bids received on Thursday, March 21, 2024, for the As-Needed Construction Services and have found them to be in order. There were two (2) bids received. CMV Landscape & Equipment Co. of Roseville, Michigan had lower unit prices for the majority of the items of work.

The low bidder has provided satisfactory references for similar work in the City of Madison Heights and for Consumers Energy, as well as privately for Kaltz Excavating. In addition, CMV has satisfactorily performed construction services for the City of Berkley in previous years. As such, we recommend that the contract for the As-Needed Construction Services be awarded to CMV Landscape Equipment Co.

The estimated annual construction budget provided by the City DPW to the bidders to base their unit prices upon was **\$450,000.00** per year. In addition to this, we recommend that the city budget **\$25,000.00** per year for as-needed construction engineering services, including observation, materials testing, and construction administration.

Based on the above, the total budget for the As-Needed Construction Services, including costs for construction engineering, is **\$475,000.00** per year. If you have any questions or comments or require any additional information, please do not hesitate to call.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Edward Zmich
Project Manager/Engineer



Roland N. Alix, P.E.
Vice President

EDZ/mas
Attachment: Bid Tabulation

pc: HRC; M. Stark, File

Bid Tabulation
As-Needed Construction Services
City of Berkley
Oakland County, Michigan

Bids Due: 3/21/2024
HRC Job No: 20240084

CMV Landscape & Equipment
30550 Beaconsfield
Roseville, MI 48066

Great Lakes Contracting
2300 Edinburgh Rd.
Waterford, MI 48328

Item		Unit Price	Unit Price
1	Pavt, Rem	Sft \$ 2.50	\$ 2.00
2	Driveway, Rem	Sft \$ 1.30	\$ 2.00
3	Sidewalk, Rem	Sft \$ 1.10	\$ 1.50
4	Sidewalk Ramp, Rem	Sft \$ 1.20	\$ 2.00
5	Excavation, Earth	Cft \$ 8.50	\$ 2.00
6	Erosion Control, Inlet Protection, Fabric Drop	Ea \$ 85.00	\$ 150.00
7	Aggregate Base, 21AA, Crushed Concrete, 4", CIP	Ton \$ 21.00	\$ 33.00
8	Aggregate Base, 21AA, Crushed Concrete, 8", CIP	Ton \$ 42.00	\$ 33.00
9	Conc Pavt, Nonreinf, 6"	Sft \$ 12.50	\$ 16.00
10	Conc Pavt, Nonreinf, 8"	Sft \$ 14.00	\$ 18.00
11	Conc Pavt, Nonreinf, 10"	Sft \$ 14.50	\$ 20.00
12	Conc Pavt, Nonreinf, 12"	Sft \$ 15.00	\$ 22.00
13	Conc Pavt, Nonreinf, 14"	Sft \$ 16.00	\$ 24.00
14	Conc Pavt w/ Integral Curb, Nonreinf, 6"	Sft \$ 12.50	\$ 16.50
15	Conc Pavt w/ Integral Curb, Nonreinf, 8"	Sft \$ 14.00	\$ 18.50
16	Conc Pavt w/ Integral Curb, Nonreinf, 10"	Sft \$ 14.50	\$ 20.50
17	Conc Pavt w/ Integral Curb, Nonreinf, 12"	Sft \$ 15.00	\$ 22.50
18	Conc Pavt w/ Integral Curb, Nonreinf, 14"	Sft \$ 16.00	\$ 24.50
19	Sidewalk, Conc, 4"	Sft \$ 11.00	\$ 14.00
20	Sidewalk, Conc, 6"	Sft \$ 12.50	\$ 16.00
21	Sidewalk Ramp, Conc, 6"	Sft \$ 12.50	\$ 18.00
22	Detectable Warning Plate, 2'x4', ADA Solutions Brick Red or Equal	Ea \$ 420.00	\$ 300.00
23	Curb, Rem	Lft \$ 12.00	\$ 30.00
24	Curb, Conc, Det E4	Lft \$ 33.00	\$ 35.00
25	HMA, 5EML MOD, 2"	Sft \$ 5.00	\$ 7.50
26	HMA, 5EML MOD, 4"	Sft \$ 7.00	\$ 17.50
27	HMA, 5EML MOD, 6"	Sft \$ 9.00	\$ 25.00
28	Structure, Adj	Ea \$ 275.00	\$ 800.00
29	Structure, Reconstruct	Ea \$ 650.00	\$ 950.00
30	Sawcutting	Lft \$ 2.50	\$ 3.00
31	Traffic Control (Major Roads)	Ea \$ 3,000.00	\$ 2,500.00
32	Traffic Control (Minor Roads)	Ea \$ 1,000.00	\$ 1,500.00
33	Undercutting (incl. Pavement Removal, Excavation, 12" 1x3 Aggregate)	Sft \$ 6.75	\$ 12.50
34	Lawn Restoration (incl. Topsoil, Seed, Mulch Blanket, 14-Day Watering)	Sft \$ 1.45	\$ 3.00
35	Lawn Restoration (incl. Topsoil, Sod, 14-Day Watering)	Sft \$ 1.40	\$ 5.00
36	Irrigation Pipe	Lft \$ 1.10	\$ 10.00
37	Sprinkler Head	Ea \$ 20.00	\$ 125.00

ENGINEER:
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48083-0824

PROPOSAL
FOR
REQUEST FOR STATEMENT OF QUALIFICATIONS
AS-NEEDED CONSTRUCTION SERVICES
CITY OF BERKLEY
OAKLAND COUNTY, MICHIGAN

City of Berkley
3338 Coolidge Highway
Berkley, Michigan 48072

Bids Due: **Thursday, March 21, 2024**
On or Before **4:00 pm, Local Time**
Via email, to **Edward Zmich**; ezmich@hrcengr.com
HRC Job No. 20240084

To Prospective Bidders:

Name of Bidder: CMV Landscape & Equipment Co.
Address: 30550 Beacomfield Roseville, MI 48066
Date: 3-18-24 Telephone: 586-777-0030

The above, as proponent, hereby declares this bid is made in good faith without fraud or collusion with any persons submitting a statement, and that the Drawings, Specifications, and all other information referenced herein have been examined. Further, the Bidder 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 Bidder acknowledges that no representations or warranties of any nature whatsoever have been received, or are relied upon from the City of Berkley, its agents or employees, as to any conditions to be encountered in accomplishing the work and that the bid is based solely upon the Bidder's own independent judgment.

The above, as proponent, hereby certifies that the Drawings, Specifications, and other data provided by the Owner for purposes of preparing a statement 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 preparation of the statement.

The above, as proponent, confirms knowledge of these documents for the proposed As-Needed Construction Services RFQ in the City of Berkley, Oakland County, Michigan, and the conditions under which it must be constructed; and also declares to have carefully examined the Drawings, Specifications, and Contract Documents which the Bidder understands and accepts as sufficient for the purpose of constructing said As-Needed Construction Services, and appurtenant work, and agrees to contract with the City of Berkley to furnish all labor, materials, tools, equipment, facilities, and supervision necessary to do all the work specified and prescribed for the City of Berkley, in strict accordance with the Owner's General Conditions, and with the full intent of the Drawings and Specifications, prepared by Hubbell, Roth & Clark, Consulting Engineers, and will accept in payment based on the agreed upon Work Order prices for each instance of as-needed construction services for work negotiated:

CONSTRUCTION SERVICES

Bidders shall provide a unit price for each item in the Proposal to be considered responsive. The City does not guarantee any minimum quantities for the contract, annually, or within a work order.

<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Pavt, Rem	Sft @	\$ <u>2.50</u>	= \$ _____
2. Driveway, Rem	Sft @	\$ <u>1.30</u>	= \$ _____
3. Sidewalk, Rem	Sft @	\$ <u>1.10</u>	= \$ _____
4. Sidewalk Ramp, Rem	Sft @	\$ <u>1.20</u>	= \$ _____
5. Excavation, Earth	Cft @	\$ <u>8.50</u>	= \$ _____
6. Erosion Control, Inlet Protection, Fabric Drop	Ea @	\$ <u>85</u>	= \$ _____
7. Aggregate Base, 21AA, Crushed Concrete, 4", CIP	Ton @	\$ <u>21</u>	= \$ _____
8. Aggregate Base, 21AA, Crushed Concrete, 8", CIP	Ton @	\$ <u>42</u>	= \$ _____
9. Conc Pavt, Nonreinf, 6"	Sft @	\$ <u>12.50</u>	= \$ _____
10. Conc Pavt, Nonreinf, 8"	Sft @	\$ <u>14</u>	= \$ _____
11. Conc Pavt, Nonreinf, 10"	Sft @	\$ <u>14.50</u>	= \$ _____
12. Conc Pavt, Nonreinf, 12"	Sft @	\$ <u>15</u>	= \$ _____
13. Conc Pavt, Nonreinf, 14"	Sft @	\$ <u>16</u>	= \$ _____
14. Conc Pavt w/ Integral Curb, Nonreinf, 6"	Sft @	\$ <u>12.50</u>	= \$ _____
15. Conc Pavt w/ Integral Curb, Nonreinf, 8"	Sft @	\$ <u>14</u>	= \$ _____
16. Conc Pavt w/ Integral Curb, Nonreinf, 10"	Sft @	\$ <u>14.50</u>	= \$ _____
17. Conc Pavt w/ Integral Curb, Nonreinf, 12"	Sft @	\$ <u>15</u>	= \$ _____
18. Conc Pavt w/ Integral Curb, Nonreinf, 14"	Sft @	\$ <u>16</u>	= \$ _____
19. Sidewalk, Conc, 4"	Sft @	\$ <u>11</u>	= \$ _____
20. Sidewalk, Conc, 6"	Sft @	\$ <u>12.50</u>	= \$ _____
21. Sidewalk Ramp, Conc, 6"	Sft @	\$ <u>12.50</u>	= \$ _____
22. Detectable Warning Plate, 2'x4', ADA Solutions Brick Red or Equal	Ea @	\$ <u>420</u>	= \$ _____
23. Curb, Rem	Lft @	\$ <u>12</u>	= \$ _____
24. Curb, Conc, Det E4	Lft @	\$ <u>33</u>	= \$ _____
25. HMA, 5SEML MOD, 2"	Sft @	\$ <u>5</u>	= \$ _____
26. HMA, 5SEML MOD, 4"	Sft @	\$ <u>7</u>	= \$ _____
27. HMA, 5SEML MOD, 6"	Sft @	\$ <u>9</u>	= \$ _____
28. Structure, Adj	Ea @	\$ <u>275</u>	= \$ _____

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29. Structure, Reconstruct	Ea	@	\$	<u>650</u>	=	\$	_____
30. Sawcutting	Lft	@	\$	<u>2.50</u>	=	\$	_____
31. Traffic Control (Major Roads)	Ea	@	\$	<u>3,000</u>	=	\$	_____
32. Traffic Control (Minor Roads)	Ea	@	\$	<u>1,000</u>	=	\$	_____
33. Undercutting (incl. Pavement Removal, Excavation, 12" 1x3 Aggregate)	Sft	@	\$	<u>6.75</u>	=	\$	_____
34. Lawn Restoration (incl. Topsoil, Seed, Mulch Blanket, 14-Day Watering)	Sft	@	\$	<u>1.40</u>	=	\$	_____
35. Lawn Restoration (incl. Topsoil, Sod, 14-Day Watering)	Sft	@	\$	<u>1.40</u>	=	\$	_____
36. Irrigation Pipe	Lft	@	\$	<u>1.10</u>	=	\$	_____
37. Sprinkler Head	Ea	@	\$	<u>20</u>	=	\$	_____

WARRANTY

For each construction service, the Proponent and their subcontractors, if any, will provide, at a minimum, the required two (2) year warranty for all work completed for the City, beginning from the time of payment of the invoice for each work item.

STATEMENT SUBMITTAL CHECKLIST

The Proponent must include all of the following items identified in Section II – Requirement for Statements of Qualifications in their STATEMENT submittal. In addition, the Proponent must complete the below submittal checklist to confirm the required documents are included in their STATEMENT submittal. The Proponent may include additional information beyond what is required if it is relevant to the requirements and selection process criteria laid out in Sections II and III.

- Completed copy of this Proposal Form
- Cover Letter including all information requested in Section II
- List of Equipment
- List of Other As-Needed Services Contracts with other communities and references for those contracts, if applicable
- Municipal References with contact persons identified as defined in Section II
- Local Presence Overview including the Proponent's base of operations, communities in which field crews are stationed, and current or ongoing contracts in and around the City of Berkeley.

Proposals shall include the following completed forms per The City of Berkley, located on the web at:
https://www.berkleymich.org/bid_posting/index.php

- Conflict of Interest Disclosure Form
- Contractor/Vendor References

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- Hold Harmless and Indemnity Form
- Iran Business Relationship Affidavit (Pursuant to P.A. 517 of 2012)
- Non-Collusive Affidavit
- Non-Discrimination Affidavit

OWNERS RIGHTS

The Owner reserves the right to add or delete items and/or quantities from the Contract. Deletion of items and/or quantities by the Owner shall not be grounds for the qualified low-bidder to adjust unit prices for other items that the Owner intends to execute as a Contract, nor shall the Contractor be entitled to compensation from unrealized profits resulting from the deletion of items and/or quantities from the Contract. Bid unit prices are to be held firm for the duration of the project regardless of any potential changes that may occur in market value during the contractual period.

The Owner, at its sole discretion, reserves the right to award to the proponent(s) who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any statement, to reject any or all statements, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful proponent, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the Owner reserves the right to reject the statement of any proponent if the Owner believes that it would not be in the best interest of the Project to make an award to that proponent, whether because the bid is not responsive or the proponent is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each Proponent 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 bid.

Also, the Owner reserves the right to reject the bid of any proponent if the Owner believes that it would not be in the best interest of the Project to make an award to that proponent, whether because the bid is not responsive or the proponent is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each Proposal must be accompanied by a bid deposit in the form of a scanned copy of a certified check, cashier's check or bid bond, executed by the bidder and Surety Company, payable to the City of Berkley in the amount of Five Percent (5%) of the amount of the Proposal. See Instructions to Bidders -- Bid Deposit for more information.

TAXES

The Proponent 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 proponent 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. _____ Dated _____

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Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

FEES

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

TIME OF COMPLETION

By award of this Contract, the selected Contractor is to provide the as-needed construction services listed in the proposal for a three (3) year period, with the option to extend up to an additional two one-year periods at the City's discretion. The terms of the contract shall remain unchanged. A reasonable adjustment of unit prices based on the economic factors influencing said unit prices will be considered and negotiated during the Contract renewal process (at the conclusion of the third year).

If awarded a Contract for As-Needed Construction Services – Concrete Replacement, we agree to have all Work Orders authorized by the City substantially completed within 14 days of issuance of the Work Order by the City for standard repairs, and within 24 hours for emergency repairs. Additional time may be allowed as required by the scope of work. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The proponent hereby agrees to furnish the required Insurance Certificates and Policies within ten (10) days after acceptance of this statement, as specified herein. Bonds shall be provided prior to City execution of any work order.

QUALIFICATIONS/MUNICIPAL PROJECTS/REFERENCES

The City of Berkley requires the Bidder, as the Prime Contractor, to include **three (3) municipal references** for projects similar to the As-Needed Construction Services, as follows. The references will be checked prior to the award of the contract.

Project No. 1: Name of Project: Consumers Energy Property Restoration

Project Completion Date: 11-15-24 Contract Amount: \$1,500,000

Name: Meghan Renner Address: 4600 Coolidge Hwy Royal Oak MI 48073

Telephone: 248-292-1547 Firm: Consumers Energy

Project No. 2: Name of Project: Kaltz Excavating - As needed Concrete Repairs

Project Completion Date: 11-15-24 Contract Amount: Open - as needed

Name: Ted Shauger Address: 1030 Featherstone St. Pontiac, MI 48342

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Telephone: 810-272-8244 Firm: Katz Excavating

Project No. 3: Name of Project: As Needed Concrete repairs City of Madison Heights

Project Completion Date: 11-15-24 Contract Amount: Open - as needed

Name: Chris Woodward Address: 300 W 13 mile Rd Madison Heights 48071

Telephone: 248-229-5130 Firm: City of Madison Heights

BIDS TO REMAIN FIRM

The unit prices stated in this Proposal shall be guaranteed for a period of not less than 120 days from the due date and if authorized to proceed within that period, the bidder agrees to complete the negotiated work at said unit prices.

Company Name: CMV Landscape & Equipment Co.

Signature:  Title: President

Address: 30550 Beaconsfield Roseville 48066

County: Macomb State: Michigan

Telephone No.: 586-777-0030

Email Address: CMVlandscapeoffice@yahoo.com

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LEGAL STATUS OF BIDDER

This Bid is submittal in the name of:

(Print) CMV Landscape & Equipment Co.

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

Street 30550 Beaconsfield

City Roseville

State MI Zip Code 48066

The undersigned hereby declares the legal status checked below:

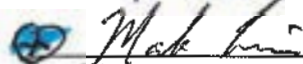
- INDIVIDUAL
- INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
- CO-PARTNERSHIP
The Assumed Name of the Co-Partnership is registered in the County of _____, Michigan
- CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Michigan
_____ The Corporation is _____
- LICENSED TO DO BUSINESS IN MICHIGAN
- 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
<u>Mark G. Lucia Sr.</u>	<u>39280 Willowmere</u>
<u>President</u>	<u>Harrison Twp, MI 48045</u>

Signed and Sealed this 19th day of March, 2024


By (Signature)
Mark G. Lucia Sr.
Printed Name of Signer
President
Title



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April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to appoint D'Angelo Bros as the Emergency Contractor for Water and Sewer Emergency Repair Services utilizing The Oakland County Cooperative Contract Number 008856.

Ayes:

Nays:


Motion:



CITY OF BERKLEY
DEPARTMENT OF PUBLIC WORKS
3238 BACON AVE, BERKLEY, MICHIGAN 48072

Transmittal Memo

To: Matthew Baumgarten, City Manager (via email)
Victoria Mitchell, City Clerk (via email)

From: Shawn Young, DPW Director 

Date: March 20th, 2024

Subject: Emergency Services Contractor

As part of our Operations Plan we would like to add a Preapproved Emergency Contractor. This Emergency Contractor would normally handle water and sewer utility work that is either overflow due to unforeseen circumstances that have our own staff busy or is too large /deep for our equipment.

A good example of this type of work is when there are multiple main breaks running during a large snowstorm or a large main sewer repair that is deeper than average.

We currently have an emergency project slated that would utilize this contract located on Cass Ave that will require replacement or roughly 150' of 30" main sewer line that is roughly 14' deep. The size, scope, and depth of this repair is outside of our in-house capabilities. An estimate of this work along with photos and location will be included in the Council Packet.

We would like to utilize the WRC/Oakland County Cooperative Contract # 006093 and appoint D'Angelo Bros as our main emergency contractor. We have utilized this contractor for our Lead Service Replacement Program and were very pleased with their professionalism and responsiveness.

Feel free to call with any questions or concerns. Thank you.



675 Sidwell Ct
St Charles, IL 60174
U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727

PH: 630-894-2000
FAX: 630-443-3070
EMAIL: customercare@clarke.com

QUOTATION

B City of Berkley (004562)
I Shawn Young
L 3338 Coolidge Hwy
L
T Berkley, MI 48072-1636
O 2486583490
248-658-3491

S City of Berkley
H Derrick Schueller
I 3238 Bacon Ave
P
T Berkley, MI 48072-1100
O 248-546-2430
248-546-2448

Address ID: 000001

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002030286	03/20/23	Chris Novak	Angie Gaul	03/31/23

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11850	NATULAR XRT TABLET	5 cs	998.0000/ cs	4,840.00

** Extended Price reflects a discount of: 150.00

US EPA Current Label

Order Total	4,840.00
Total	4,840.00

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

* A 15% restocking fee plus freight costs may be assessed to any returned items.
Items must be returned within 120 days of shipment and in an acceptable condition.

D'Angelo Brothers, Inc. - Contract 006093
Change Order - Year 3 Pricing

Item	Description	Year 3 Revised Contract	Unit of Measure
1	3/4" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	621.82	EA
2	3/4" Type "K" Copper Water Tap Long Run 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	947.62	EA
3	3/4" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	10.69	FT
4	1" Type "K" Copper Water Tap, Short Run <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,027.46	EA
5	1" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,599.01	EA
6	1" Type "K" Copper Water Tap 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	23.66	FT
7	1-1/2" Type "K" Copper Water Tap, Short Run, <30', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,698.65	EA
8	1-1/2" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	2,482.95	EA
9	1-1/2" Type "K" Copper Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	30.37	FT
10	2" Type "K" Copper Water Tap, Short Run <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	2,519.35	EA
11	2" Type "K" Copper Water Tap, Long Run, 31' - 60', Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	3,724.79	EA
12	2" Type "K" Copper Water Tap, 60' +, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	43.22	FT
13	1" HDPE Water Tap, Short Run <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	796.76	EA
14	1" HDPE Water Tap, Long Run, 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,062.60	EA
15	1" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	11.63	FT
16	1-1/2" HDPE Water Tap, Short Run <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,345.74	EA
17	1-1/2" HDPE Water Tap, Long Run 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,777.13	EA
18	1-1/2" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	13.26	FT
19	2" HDPE Water Tap, Short Run, <30' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1,782.98	EA
20	2" HDPE Water Tap, Long Run 31' - 60' Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	2,532.05	EA
21	2" HDPE Water Tap, 60' + Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	16.96	FT

Item	Description	Year 3 Revised Contract	Unit of Measure
22	Taps - 12' depth	300.00	EA
23	Directional Drilling to install service lead where squeeze boring does not work.	23.00	FT
24	Tap Prestressed Concrete Water Main Pipe (per tap) In addition to material equipment, and normal labor.	400.00	EA
25	Dig through Frost (per tap) when additional equipment is necessary.	150.00	EA
26	Installation of Silt Fence	3.00	FT
27	Traffic Control (per MDOT standards (per Job)	950.00	EA
28	Trench Box - Water Tap hole stabilization (per tap)	750.00	EA
29	Sheeting and Shoring (per Job)	300.00	EA
30	Backhoe w/ Operator, Regular Time	84.69	HR
31	Backhoe w/Operator, Overtime	92.69	HR
32	Labor, One Man, Regular Time	48.00	HR
33	Labor, One Man, Overtime	58.00	HR
34	Compressor w/ Air Hammer or Spade and hydraulic concrete breaker, 24/7, weekends, holidays	70.00	HR
35	Generator, min 5000 watt, 24/7, weekends, holidays	23.00	HR
36	Pump, up to 3", 24/7, weekends, holidays	23.00	HR
37	Lights, 4-500 watt Halogen, 24/7, weekends, holidays	23.00	HR
38	Rock Drill	35.00	HR
39	Electric Hammer (per job)	50.00	EA
40	Grinder (per Job)	50.00	EA
41	Power Saw (per Job)	100.00	EA
42	Dump Truck, UP to 30 cubic yards, 24/7, weekends, holidays	87.87	HR
43	Front End Loader and Operator, up to 3 cubic yard bucket, 24/7, weekends, holidays	97.87	HR
44	Excavator and Operator, greater than 28,000 pounds, up to 2 Cubic yards, 24/7, weekends, holidays	162.87	HR
45	Mobilize Equipment greater than 28,000 pounds, 24/7, weekends, holidays	425.00	EA
46	Emergency Traffic Control (sub-contractor) - To be determined by WRC, Invoice to be submitted, Cost Plus:	cost plus 1	%
47	Emergency Maintenance (sub-contractor) To be determined by WRC, Invoice to be submitted, Cost Plus:	cost plus 10	%
48	3/4" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	34.10	EA
49	1" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	36.47	EA
50	1-1/2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	128.99	EA
51	2" Brass Union, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	173.59	EA
52	1-1/2" Brass Compression Fitting, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1.00	EA

Item	Description	Year 3 Revised Contract	Unit of Measure
53	2" Brass Compression Fitting. Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	1.00	EA
54	1" x 3/4" Brass Reducer, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	40.00	EA
55	12" A.C. x 12" DIP Coupling	1.00	EA
56	3/4" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	10.69	FT
57	1" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	13.86	FT
58	1-1/2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	23.37	FT
59	2" K Copper, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	39.22	FT
60	3/4" HDPE Plug	0.40	FT
61	1" HDPE	1.13	FT
62	1-1/2" HDPE	2.21	FT
63	2" HDPE	3.46	FT
64	3/4" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	60.38	EA
65	3/4" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	123.08	EA
66	1" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	91.57	EA
67	1" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	207.29	EA
68	1-1/2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	267.00	EA
69	1-1/2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	435.30	EA
70	2" Brass Corp, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	442.94	EA
71	2" Brass Curb Stop, Compliant with Lead Free Regulations (NSF 372 and NSF 61-G)	641.92	EA
72	6' Curb Box (Including stop box and stainless steel rod)	147.48	EA
73	Big Base for 1-1/2" and 2" Curb Stop	41.00	EA
74	6" x 1" Brass Saddle	206.67	EA
75	6" x 1-1/2" Brass Saddle	235.61	EA
76	6" x 2" Brass Saddle	258.89	EA
77	8" x 1" Brass Saddle	261.20	EA
78	8" x 1-1/2" Brass Saddle	269.38	EA
79	8" x 2" Brass Saddle	307.74	EA
80	12" x 1" Brass Saddle	370.26	EA
81	12" x 1-1/2" Brass Saddle	424.39	EA
82	12" x 2" Brass Saddle	430.18	EA
83	16" x 1" Brass Saddle	937.67	EA

Item	Description	Year 3 Revised Contract	Unit of Measure
84	16" x 1-1/2" Brass Saddle	995.07	EA
85	16" x 2" Brass Saddle	1,101.53	EA
86	20" x 1" Brass Saddle	1,427.22	EA
87	20" x 1-1/2" Brass Saddle	1,427.22	EA
88	20" x 2" Brass Saddle	1,446.22	EA
89	8" x 1" HDPE Saddle	159.32	EA
90	8" x 1-1/2" HDPE Saddle	183.39	EA
91	8" x 2" HDPE Saddle	190.63	EA
92	10" x 1" HDPE Saddle	192.16	EA
93	10" x 1-1/2" HDPE Saddle	208.23	EA
94	10" x 2" HDPE Saddle	213.23	EA
95	12" x 1" HDPE Saddle	214.66	EA
96	12" x 1-1/2" HDPE Saddle	237.50	EA
97	12" x 2" HDPE Saddle	369.66	EA
98	14" x 1" HDPE Saddle	269.86	EA
99	14" x 1-1/2" HDPE Saddle	291.05	EA
100	14" x 2" HDPE Saddle	291.05	EA
101	16" x 1" HDPE Saddle	285.96	EA
102	16" x 1-1/2" HDPE Saddle	309.35	EA
103	16" x 2" HDPE Saddle	312.35	EA
104	Material Not Included In Unit Price - Purchase Invoice to be submitted, Compliant with Lead Free Regulations (NSF372 and NSF 61-G)	cost plus 15	%
105	Purchase and Haul to site 6A Stone	33.56	TON
106	Purchase and Haul to site 9A Stone	9.56	TON
107	Purchase and Haul to site Pea Gravel	42.56	TON
108	Purchase and Haul to site 21 AC Sand	9.56	TON
109	Purchase and Haul to site 21AA Crushed Concrete	26.56	TON
110	Purchase and Haul to site 21AA MDOT Limestone	29.56	TON
111	Purchase and Haul to site Class II MDOT Sand	19.56	TON
112	Purchase and Haul to site Asphalt Cold Patch	156.56	TON
113	Material Haul-In	cost plus 15	%
114	Material Haul-In (Sub-contractor)	cost plus 10	%
115	Hauling and Disposal of Waste/ Debris and Dirt from WMU North Yard	15.56	CY
116	Hauling and Disposal of Waste/ Debris and Dirt from WMU South Yard	15.56	CY
117	Asphalt Resurfacing Public Road - 4" deep, 5 - 15 SQ yd	118.75	SY
118	Asphalt Resurfacing Public Road - 6" deep, 5 - 15 SQ yd	122.50	SY
119	Concrete Resurfacing Public Road - 4" deep, 5 - 15 SQ yd	112.10	SY
120	Concrete Resurfacing Public Road - 6" deep, 5 - 15 SQ yd	123.90	SY
121	Driveways and Sidewalks - 4" deep, 5 -15 SQ YD	112.10	SY
122	Driveways and Sidewalks - 6" deep, 5 -15 SQ yd	123.90	SY
123	Concrete Curb and Gutter	59.00	FT
124	Saw Cutting -ASPHALT: 4"	4.00	FT
125	Saw Cutting -ASPHALT: 6"	4.50	FT

Item	Description	Year 3 Revised Contract	Unit of Measure
126	Saw Cutting -ASPHALT: 7"	5.00	FT
127	Saw Cutting-ASPHALT: 8"	5.50	FT
128	Saw Cutting -ASPHALT: 9"	5.75	FT
129	Saw Cutting-ASPHALT: 10"	6.00	FT
130	Saw Cutting - ASPHALT: 12"	6.75	FT
131	Saw Cutting-ASPHALT: 14"	7.25	FT
132	Saw Cutting-ASPHALT: 16"	7.80	FT
133	Saw Cutting - CONCRETE: 4"	4.00	FT
134	Saw Cutting - CONCRETE: 6"	4.75	FT
135	Saw Cutting- CONCRETE: 7"	5.25	FT
136	Saw Cutting - CONCRETE: 8"	5.75	FT
137	Saw Cutting - CONCRETE: 9"	6.25	FT
138	Saw Cutting - CONCRETE: 10"	6.50	FT
139	Saw Cutting - CONCRETE: 12"	7.25	FT
140	Saw Cutting - CONCRETE: 14" 7.25 7.25 7.25 FT	7.25	FT
141	Saw Cutting - Standby Time 120 120 120 HR	120.00	HR
142	Saw Cutting- OVERTIME: (In addition to line Items above)	120.00	HR
143	Stop box Replace, Pavement - ¾" and 1" service/stop box	1,198.73	EA
144	Stopbox Replace, Greenbelt-¾" and 1" service/stop box	573.73	EA
145	Stopbox Replace, Pavement -1 ½" and 2" service/stop box	1,298.73	EA
146	Stopbox Replace, Greenbelt -1 ½" and 2" service/stop box	623.73	EA
147	Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or Pavement, ¾" and 1" service/stopbox	1,304.02	EA
148	Stopbox Replace, Cut in Live/Relocation of Curb Stop and Box, Greenbelt or Pavement, 1 1/2" and 2" service/stopbox	1,879.66	EA
149	After Hours or Emergency Mobilization	425.00	EA
150	After Hours or Emergency Demobilization	425.00	EA
151	Community Mobilization or Demobilization	250.00	EA
152	Compacting Trench	160.00	EA
153	Sprinkler/Irrigation Systems Repair	85.00	EA
154	Sod Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil, sod (including labor, material and equipment)	3.25	SQ FT
155	Seed Lawn/Landscape Repair - Rough and finish grade, apply 2" topsoil, seed (including labor, material and equipment)	2.75	SQ FT
156	Sampling Station Installation	650.00	EA
157	Abandoning 2" or smaller Water Service - closing corporation stop at water main, cut /disconnect waterservice at main, including all materials, equipment & labor.	810.00	EA
158	Water service disconnect at water main In paved road. Includes saw cutting, hauling of spoils and temporary patch	810.00	EA
159	Asphalt or concrete pavement restoration for water service disconnect at water main in paved road. Includes saw cutting and hauling of spoils.	400.00	EA
160	Disconnect, Pavement	1,100.00	EA
161	Disconnect, Greenbelt	500.00	EA

Item	Description	Year 3 Revised Contract	Unit of Measure
162	Lead Water Service Replace, Pavement (flat fee) -1" Copper Service/stop box - Short Run <30feet	2,902.46	EA
163	Lead Water Service Replace, Pavement (flat fee)-1" Copper Service/stop box - Long Run31- 60 feet	3,324.01	EA
164	Private Water Service Replace (flat fee) - 1" Copper Service - < 45 feet	3,402.47	EA
165	Permit Fees	cost plus 5	%
166	Loader Time per Month	9,000.00	MONTH
167	Vactor w/Operator Regular Time Does not include dumping fees or disposal of materials. Disposal of material to be billed as a per yard cost.	330.00	HR
168	Vactor w/Operator Overtime Does not include dumping fees or disposal of materials. Disposal of material to be billed as a per yard cost.	388.00	HR

Water Resources Commissioner

AJK

AMENDMENT OF CONTRACT 008856

AMENDMENT 02

AMENDMENT DATE: April 27, 2023

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
D Angelo Brothers	PO Box 531330
Vendor Number: 763	Livonia MI 48153

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Add \$3,000,000.00 to the contract Not to Exceed amount.

Extend contract expiration date from 6/30/2023 to 6/30/2025.

Due to conversion to Workday financial system, Oakland County is issuing a new contract number. The old contract number 006093 will be replaced by **008856**.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE:

 (April 28, 2022 07:00 EDT)

D Angelo Brothers

THE COUNTY OF OAKLAND:

SIGN / DATE:

 (April 28, 2022 07:00 EDT)

Scott N. Guzy, CPPD, MBA, Purchasing Administrator

CLA



30836 W 8 Mile
Farmington Hills, MI 48336

TO: Berkley
ATTN: Shawn Young

Estimate

3/14/24

Cass St & Russel. 145LF 30" Storm R&R 14' Deep					
DESCRIPTION OF WORK	Qty.	Hrs.	Rate	Total Per Line	
Mobilize/Remove Concrete Pavement. Bring Shoring & Materials to Site. Set trench box					
Mobilize 315, 335, 938 Loader, 299 Skid	4	EA	\$ 425.00	\$ 1,700.00	
Traffic Control	1	EA	\$ 750.00	\$ 750.00	
Service Trucks	3	HR	\$ 35.00	\$ 1,050.00	
Excavator & Operator	2	HR	\$ 162.87	\$ 3,257.40	
Front End 938 Loader	1	HR	\$ 97.87	\$ 978.70	
Skid Steer & Regular Time	1	HR	\$ 84.69	\$ 677.52	
Skid Steer & Operator Over Time	1	HR	\$ 92.69	\$ 185.38	
Labor, Pipe Layer, Truck Driver, Foreman Regular Time	7	HR	\$ 48.00	\$ 2,688.00	
Labor, Pipe Layer, Truck Driver, Foreman OT	7	HR	\$ 58.00	\$ 812.00	
Dump Truck	3	HR	\$ 87.87	\$ 2,636.10	
Trench Box	1	Day	\$ 500.00	\$ 500.00	
Plates, Sheeting & Stone Box	2	Day	\$ 500.00	\$ 1,000.00	
				\$ 16,235.10	
Excavate down to 30" and connect new pipe to Existing MH, Start Running New Pipe					
Service Trucks	3	HR	\$ 35.00	\$ 1,260.00	
Excavator & Operator	2	HR	\$ 162.87	\$ 3,908.88	
Front End 938 Loader	1	HR	\$ 97.87	\$ 1,174.44	
Skid Steer & Regular Time	1	HR	\$ 84.69	\$ 677.52	
Skid Steer & Operator Over Time	1	HR	\$ 92.69	\$ 370.76	
Labor, Pipe Layer, Truck Driver, Foreman Regular Time	8	HR	\$ 48.00	\$ 3,072.00	
Labor, Pipe Layer, Truck Driver, Foreman OT	8	HR	\$ 58.00	\$ 1,856.00	
Dump Truck	4	HR	\$ 87.87	\$ 4,217.76	
Generator	1	HR	\$ 23.00	\$ 184.00	
Power Saw	1	EA	\$ 100.00	\$ 100.00	
Trench Box	1	Day	\$ 500.00	\$ 500.00	
Plates, Sheeting & Stone Box	2	Day	\$ 500.00	\$ 1,000.00	
Pumps	2	HR	\$ 23.00	\$ 368.00	
Generator	1	HR	\$ 23.00	\$ 184.00	
				\$ 18,873.36	

Continue to Excavate & Install new 30" Make (3) Connection to Existing Sewer Leads

Service Trucks	3	HR	10	\$	35.00	\$	1,050.00
Excavator & Operator	2	HR	10	\$	162.87	\$	3,257.40
Front End 938 Loader	1	HR	10	\$	97.87	\$	978.70
Skid Steer & Regular Time	1	HR	8	\$	84.69	\$	677.52
Skid Steer & Operator Over Time	1	HR	2	\$	92.69	\$	185.38
Labor, Pipe Layer, Truck Driver,Foreman Regular Time	8	HR	8	\$	48.00	\$	3,072.00
Labor, Pipe Layer, Truck Driver,Foreman OT	8	HR	2	\$	58.00	\$	928.00
Dump Truck	4	HR	10	\$	87.87	\$	3,514.80
Generator	1	HR	8	\$	23.00	\$	184.00
Power Saw	1	EA	-	\$	100.00	\$	100.00
Trench Box	1	Day	1	\$	500.00	\$	500.00
Plates, Sheeting & Stone Box	2	Day	1	\$	500.00	\$	1,000.00
Pumps	2	HR	8	\$	23.00	\$	368.00
Generator	1	HR	8	\$	23.00	\$	184.00
						\$	15,999.80

Make Final connection to Down Stream MH. Backfill & Compact Hole

DeMobilize 315, 335, 938 Loader, 299 Skid	4	EA	-	\$	425.00	\$	1,700.00
Service Trucks	3	HR	12	\$	35.00	\$	1,260.00
Excavator & Operator	2	HR	12	\$	162.87	\$	3,908.88
Front End 938 Loader	1	HR	12	\$	97.87	\$	1,174.44
Skid Steer & Regular Time	1	HR	8	\$	84.69	\$	677.52
Skid Steer & Operator Over Time	1	HR	4	\$	92.69	\$	370.76
Labor, Pipe Layer, Truck Driver,Foreman Regular Time	8	HR	8	\$	48.00	\$	3,072.00
Labor, Pipe Layer, Truck Driver,Foreman OT	8	HR	4	\$	58.00	\$	1,856.00
Dump Truck	4	HR	12	\$	87.87	\$	4,217.76
Generator	1	HR	8	\$	23.00	\$	184.00
Power Saw	1	EA	-	\$	100.00	\$	100.00
Trench Box	1	Day	1	\$	500.00	\$	500.00
Plates, Sheeting & Stone Box	2	Day	1	\$	500.00	\$	1,000.00
Pumps	2	HR	8	\$	23.00	\$	368.00
Generator	1	HR	8	\$	23.00	\$	184.00
						\$	20,573.36

Materials & Restoration

30" Concrete Pipe	1	LSx15%	1	\$	11,000.00	\$	12,650.00
Misc Sewer Repairs Parts / Sewer Taps	1	LSx15%	-	\$	1,800.00	\$	2,070.00
Misc Concrete Brick Block	1	LSx15%	1	\$	500.00	\$	575.00
Sawcutting	1	LSx10%	1	\$	1,500.00	\$	1,650.00
6A Stone	75	Ton	-	\$	33.56	\$	2,517.00
Haul Off	900	Yd	-	\$	15.56	\$	14,004.00
Class II sand	900	Ton	-	\$	14.00	\$	12,600.00
21 AA CC	200	Ton	-	\$	26.56	\$	5,312.00
						\$	51,378.00

TOTAL \$ 123,059.62

Vince D'Angelo (248) 515-1942



Legend

- Sewer Manholes
- Catch Basins
- ⊗ Water Service Valve
- ⊙ Water Valves
- Water Master Meter
- Water Hydrants
- ✖ Water Main Breaks
- WRC Manholes
- Hydrant Leads
- Water Service Line

Type

- Abandoned
- Sanitary
- Storm

Asset Owner, Lifecycle

- Berkley, Online
- - - SOCWA
- - - Abandoned
- Water Main Casing

Lined Pipes

- Lined Pipes
- WRC Sewer
- Water Vaults

2020 Aerial

- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the Mayor to execute a third-party Specialized Services Operating Assistance contract between SMART and the City of Berkley for public transportation services primarily designed for senior citizens and persons who are disabled. The contract period for this program is from October 1, 2023 to September 30, 2024.

Ayes:

Nays:

Motion:



Dan McMinn
Berkley Parks & Recreation
2400 Robina
Berkley, MI 48072
248-658-3470
tmcarleton@berkleymich.net

Berkley Parks and Recreation

TO: Matthew Baumgarten, City Manager
CC: Carl Johnson, Finance Director

FROM: Dan McMinn, Interim Director of Parks & Recreation

DATE: March 19, 2024

SUBJECT: SMART Specialized Services Contract

Attached is the FY 2024 renewal contract from SMART for the Specialized Services Operation Assistance Program which will provide funding in the amount of \$23,202 for the city's transportation service. The amount of this contract is marginally higher than last year's contract but will help offset costs of this beneficial service.

The senior transportation service is utilized by seniors throughout the City of Berkley including residents of the Oxford Park Towers. I recommend that this contract be executed in order to receive the funds available to continue this wonderful service.

As always, please do not hesitate to call me with any questions.

ATTACHMENTS

SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD-PARTY CONTRACT- FY 2024

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered between the Suburban Mobility Authority for Regional Transportation (hereinafter referred to as “**AUTHORITY**”), whose address is 535 Griswold Suite 600, Detroit, Michigan 48226, and the **CITY OF BERKLEY** (hereinafter referred to as “**SUBRECIPIENT**”), whose address is 3338 Coolidge, Berkley, MI 48072.

SECTION 1. - DEFINITIONS

PROGRAM	Means the Michigan Specialized Services Operating Assistance Program designed primarily for seniors and persons with disabilities as defined under Section 10e(4)(c)(i) of Act 51, of the Public Acts of 1951, as amended; MCL 247.660e(4)(c)(i).
DEPARTMENT	Means the Michigan Department of Transportation.
BUREAU	Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
AUTHORITY	Means the Suburban Mobility Authority for Regional Transportation (SMART).
PROJECT	Means the providing of SPECIALIZED SERVICES .
SPECIALIZED SERVICES	Means public transportation services primarily designed for persons with disabilities or who are sixty-five (65) years of age or older.
STATE	Means the State of Michigan.
SUBRECIPIENT	Means the CITY OF BERKLEY , which will provide the transit services with funds received under this Contract.
APPLICATION	Means the AUTHORITY ’s application, submitted in cooperation with the SUBRECIPIENT , for funding from this PROGRAM for the period from October 1, 2023, to September 30, 2024.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that funds for the PROGRAM are made available to it and approved by the DEPARTMENT as outlined in the Contract Authorization provided to us by the DEPARTMENT.

The SUBRECIPIENT is eligible for contract costs in the amount of **\$23,202**.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this Contract. DEPARTMENT funds made available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this Contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available online at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended as its cost allocation plans must be submitted to the BUREAU for

approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Notwithstanding the provisions set-forth in Section 3 of this Contract, the AUTHORITY shall provide to the SUBRECIPIENT the STATE funds designated for the eligible project costs incurred in performance of this Contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the City of Berkley is \$5.08 per mile, but subject to change.

Should the per-mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per DEPARTMENT and/or BUREAU reimbursement rate modifications.

SECTION 7. - TERMINATION OR SUSPENSION

For any violation of this Contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this Contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Contract are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the Contract.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this Contract, or costs of this Contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) Accuracy of Financial Documentation

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) Revenue Expense Guidelines

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in the DEPARTMENT'S Office of Passenger Transportation's "Local Public Transit Revenue and Expense Manual." All other providers of service shall use the "Specialized Services Manual" (effective October 1, 2015, and any subsequent revisions, amendments and replacements).

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall **not** enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY. The AUTHORITY shall approve any third-party contracts at its sole discretion.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this Contract, nor shall any such approval by the AUTHORITY be construed as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees, occurring or resulting from any act or omission the SUBRECIPIENT or its officers, agents, employees, subcontractors, successors or assigns arising out of and/or pursuant to this Agreement without regard to the negligence of the SUBRECIPIENT.

This Agreement is not intended to alter or increase SMART or SUBRECIPIENT's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

SECTION 12. - ENTIRE AGREEMENT

This Contract, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party's reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

The SUBRECIPIENT shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation in accordance with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", dated August of 1985, which is hereby incorporated by reference.

The SUBRECIPIENT shall not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance with Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, Section 303 of the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. Section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and SMART policy.

The SUBRECIPIENT shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

The SUBRECIPIENT shall require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423.321 at seq; MCL 445.901 et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a Contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this Contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this Contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this Contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this Contract. The SUBRECIPIENT further warrants that in the performance of this Contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this Contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this Contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this Contract.

(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this Contract shall cover the period commencing October 1, 2023, and extending through September 30, 2024.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - EXECUTION

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

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

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

The City of Berkley

Signature

Signature

Printed Name

Bridget Dean

Printed Name

Title

Mayor – City of Berkley

Title

Date

Date

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information

Program Type: Community Partnership Program (CPP) Specialized Service New Freedom JARC 5310

Name of Agency/Community: City of Berkley Parks and Recreation

Address: 2400 Robina

City: Berkley

State: MI

Zip: 48072

Agency/Community Data

1) Has your agency/community completed in excess of \$1,000,000 in

DOT federally-funded contracts from SMART in the past year?

Yes No

2) Does your agency/community employ over fifty (50) transit related employees?

Yes No

If the answers to the previous two questions were both "Yes", Please forward

your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes No N/A

Drug and Alcohol Testing Program Requirements

Does your agency/community have a DOT Drug and Alcohol testing program for

Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)

Yes No

Name of drug and alcohol testing manager? Carl Johnson

Title: Finance Director – City of Berkley

Phone Number: 248.658.3340

Ext:

Email: cjohnson@berkleymich.net

Please Proceed to Employment Data Section Below

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race														
					Minority														
	Employees	Male	Female	Minority	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race		
					Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Officials/Managers	1	1			1														
Professionals	1		1			1													
Technicians																			
Office and Clerical Staff																			
Craftsmen (Skilled)	1	1			1														
Operators (Semi-Skilled)	2	2			2														
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total	5																		

Certification

How was this information obtained? Visual Survey: Yes No Employment Records: Yes No

Name of Authorizing Official (Print): Dan McMinn Title: Interim Parks and Recreation Director

Signature:  Date: 3/19/2024

Contact person for report: Dan McMinn Title: Interim Parks and Recreation Director

Telephone: 248.658.3470 Ext: Email: dmcminn@berkleymich.net

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a Downtown Development Authority (DDA) event, "Berkley Pride Block Party" on Robina south of 12 Mile Road, on Gardner south of 12 Mile Road, and in the Municipal Parking Lot located between those two roads, on Sunday, June 23, 2024 from 1 to 5 p.m. Approval is conditional upon the submission of required items and documents prior to the event date.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: BERKLEY PRIDE BLOCK PARTY

Event Date(s)	Location(s)	Event Hours
<u>JUNE 23, 2024</u>	<u>ROBINA, SOUTH OF 12 MILE ROAD GRIFFITH, SOUTH OF 12 MILE ROAD AND MUNICIPAL PARKING LOT BETWEEN THE TWO ROADS</u>	<u>1:00 - 5:00 PM</u>

ORGANIZATION:

Organization Name: <u>BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY</u>			
Headquarters Street Address: <u>3338 COOLIDGE</u>			
City: <u>BERKLEY</u>	State: <u>MI</u>	Zip Code: <u>48072</u>	Phone: <u>248-658-3353</u>
Website: <u>WWW.DOWNTOWNBERKLEY.COM</u>			

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit 501(c)(3) N/A Other (specify) PUBLIC AUTHORITY

The following documents have been submitted:

Completed application	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Valid IRS tax exempt verification	<input type="checkbox"/> YES <input type="checkbox"/> NO
Financial report for the preceding fiscal year	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Proof of Commercial Liability Coverage	<input type="checkbox"/> YES <input type="checkbox"/> NO
Estimated cost to execute the solicitation / event	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Charitable Solicitation / Special Event Hold Harmless Agreement	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Application reviewed by: Public Safety [Signature] 3/27/24 Public Works
 Building Official [Signature] 3/28/24

Comments:

Presented to City Council:

Date: _____	Approved: ____ YES ____ NO	Organization Notified ____ YES ____ NO	Date _____
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Date: _____	Approved: ____ YES ____ NO	Organization Notified ____ YES ____ NO	Date _____
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City Clerk's Office
3338 Coolidge Hwy.
Berkley, MI 48072
248-658-3300
Fax: 248-658-3301
www.berkleymich.org

Print Form

CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: BERKLEY PRIDE BLOCK PARTY

Organization / Contact:

Name of Organization: BERKLEY DDA Contact's Name: MICHAEL MCGUINNESS
Address: 3338 COOLIDGE City: BERKLEY State/zip: MI 48072
Telephone: 248-658-3353 24 Hour Emergency Contact: [REDACTED]

If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.

Event Location: If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.
Dates and Hours of Event: <u>SUNDAY, JUNE 23, 2024 FROM 1 TO 5 PM</u>
How many employees or volunteers? <u>1 EMPLOYEE, 42 VOLUNTEERS</u>
How will site be secured during off-hours? <u>NO SETUP OR MATERIALS WILL REMAIN BEYOND THE EVENT'S SAME DAY</u>
What type of merchandise will be sold? <u>BRANDED "BERKLEY PRIDE" SHIRTS AND HATS</u>
If you are selling food, include a copy of your receipt from Oakland County Health Department. <u>NOT APPLICABLE</u>
Will there be any electricity outside the building (e.g., extension cords, heaters, lights)? If yes, an electrical inspection by the City will be required after set up and before opening. <u>YES (FOR DJ. BOOTH)</u>
Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.
What are your plans for set up and removal? <u>HANDLED BY DDA EMPLOYEE AND VOLUNTEERS, SAME DAY OF EVENT</u>
Tax Exempt Status (as defined by the US Internal Revenue Service): Non-Profit <input type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> <u>PUBLIC AUTHORITY</u>
Include the following documents: <input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization. <input type="checkbox"/> Organization's financial report for the preceding fiscal year. <input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage. <input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable) <input checked="" type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative

By Ordinance, each Community Special Event is limited to a maximum of 7 days.


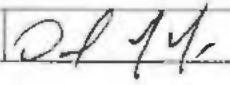
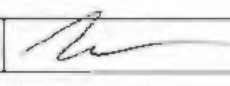
Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

An application will be denied or an event shut down if complete and accurate information is not provided.

Signature of Applicant

MARCH 18, 2024
Date

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes		3/22/24
Comments:			
Public Safety	yes	Mr. Kov	3-27-24
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:			
Comments:			
Parks/Recreation	YES		3/25/24
Comments:			
City Clerk	YES	Victoria Mitchell	3/25/24
Comments:			
City Manager	Yes		3/26/24
Comments:			


For City Use Only:

Date Application Received

3/22/24

Receipt Number

PTU24-0005

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		
Clean up Bond (\$100.00) <input type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/>	City Manager's approval required	

City Manager's Signature: 

Date:

3/22/24

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?



CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between BERKLEY D.D.A., (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
Address 3338 COOLIDGE
City BERKLEY State MI Zip 48072 Phone 248-658-3353
Event Name BERKLEY PRIDE BLOCK PARTY
Event Location(s) ROBINA, SOUTH OF 12 MILE; GRIFFITH, SOUTH OF 12 MILE; MUNICIPAL PARKING LOT BETWEEN THOSE STREETS Event Date(s) JUNE 23, 2024

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative MICHAEL MCGUINNESS Title EXECUTIVE DIRECTOR
(Please print)
Signature *Michael McGuinness* Date MARCH 18, 2024

**CITY OF BERKLEY MICHIGAN
TEMPORARY TRAFFIC CONTROL ORDER**

(TCO NUMBER)

In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

Film Permit Applicant: Please provide the information requested in the shaded area. Submit this page with your application.

PROJECT NAME:	BERKLEY PRIDE BLOCK PARTY
Location	ROBINA, SOUTH OF 12 MILE; GRIFFITH, SOUTH OF 12 MILE; MUNICIPAL PARKING LOT BETWEEN THOSE STREETS
DATE/S/TIMES:	SUNDAY, JUNE 23, 2024
	9:00 AM TO 1:00 PM - SETUP
	1:00 PM TO 5:00 PM - EVENT TIME
	5:00 PM TO 7:00 PM - CLEANUP
RESPONSIBLE PARTY:	BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
Name:	MICHAEL MCGUINNESS
Street Address:	3338 COOLIDGE
City/State/ZIP:	BERKLEY, MICH. 48072
Contact Phone:	248 - 658 - 3353
Email address:	MMCGUINNESS@BERKLEYMICH.NET

For Official Use Only:

Action required by City : <i>(Attach additional pages if needed)</i>	

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		3-27-24
Public Works		
Building Official		3/28/24

****Original – Traffic Control File**

Return copy of completed form to City Clerk's Office

Berkley Downtown Development Authority Berkley Pride Block Party

**Sunday, June 23, 2024
1:00 PM to 5:00 PM**

Location: Robina Avenue, south of 12 Mile Road; Griffith Avenue, south of 12 Mile Road; the municipal parking lot located between Robina and Griffith Avenues south of 12 Mile Road

(pending municipal approval)

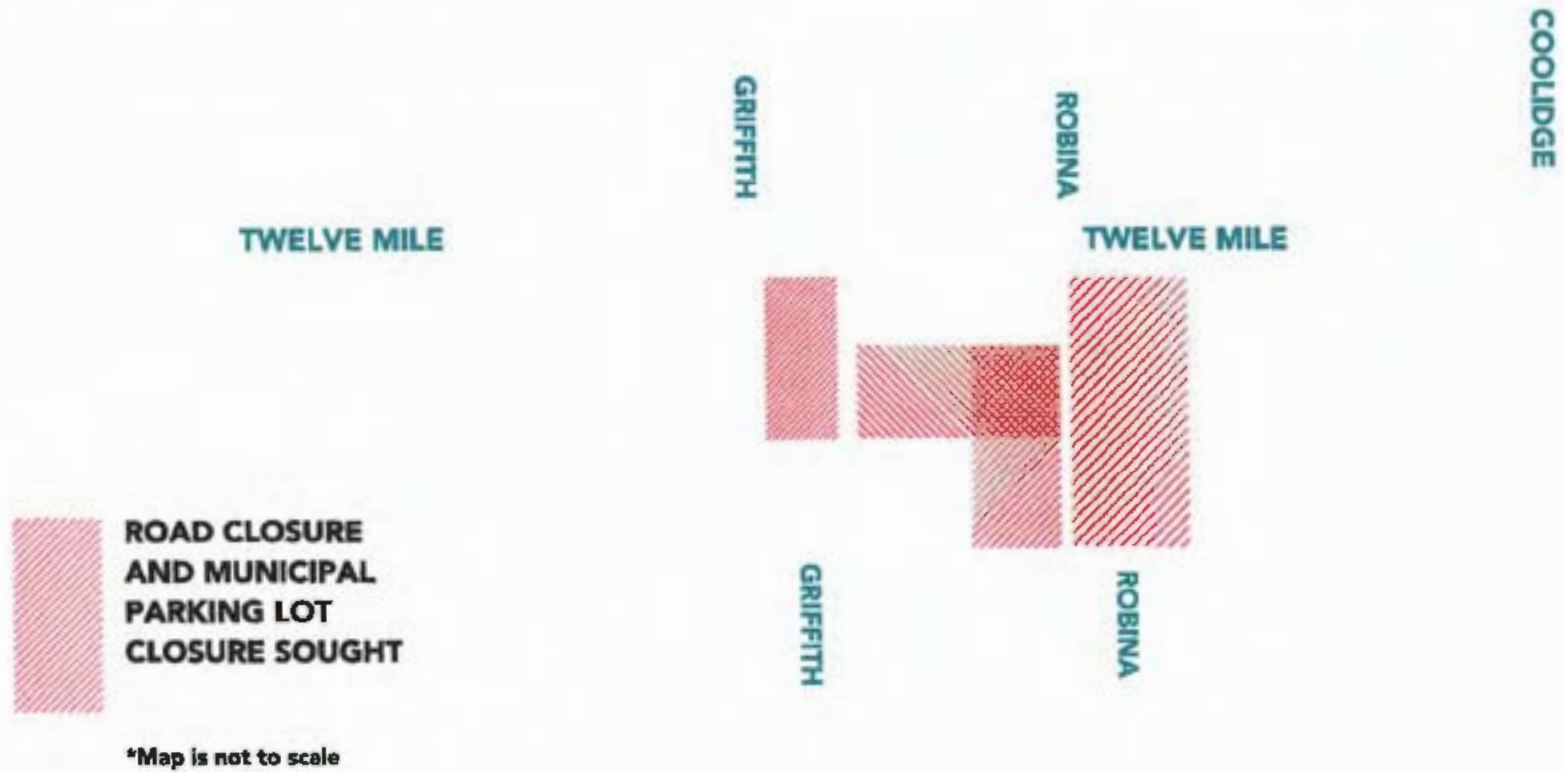
Objective: Continue our expanded Downtown Berkley promotional events calendar and build upon the momentum of our Downtown Block Party Series; Draw further interest and activity to the 12 Mile and Robina business cluster and infuse foot traffic for downtown businesses on an otherwise slower Sunday; Leverage the latest downtown murals and public space enhancements at Robina; Stimulate additional exposure of the unique experiences and shopping opportunities offered in dynamic Downtown Berkley; Bring the Berkley community together during Pride month; Build on the first two years' successful Berkley Pride Block Party offerings.

Estimated Budget: \$6,500

Costs to Cover Include:

- Paid Social Media Marketing and Promotional Efforts
- Printed Posters, Flyers, and Promotional Materials
- Downtown Berkley Promotional Items for Distribution
- 'Card My Yard' BERKLEY PRIDE Temporary Signage and Photo Stations
- Décor to Enhance the Robina and Griffith Streetscapes
- Arts and Craft Station Supplies
- Face Painting Station Materials
- Anticipated Stipend for Musical DJ Service
- Promotional Shirts for Downtown Berkley Volunteers
- Additional Insurance Policy Coverage

BERKLEY PRIDE BLOCK PARTY 2023 LAYOUT



Brought to you by your Berkeley Downtown Development Authority

BERKLEY PRIDE BLOCK PARTY 2023 LAYOUT

DOWNTOWN BERKLEY RETAILERS AND DINING



Brought to you by your Berkley Downtown Development Authority

*Map is not to scale

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 02/28/2023	PERIOD ENDED 02/29/2024
*** Assets ***			
248-000-001-000	CASH IN BANK	438,403.90	377,102.58
248-000-004-000	CASH INTEREST PAYROLL	3,315.02	(17,072.09)
248-000-005-000	PETTY CASH	300.00	300.00
248 000 026 000	DELINQUENT PPT RECEIVABLE	2,897.13	8,673.39
Total Assets		444,916.05	369,003.88
*** Liabilities ***			
248-000-202-001	ACCOUNTS PAYABLE - MANUAL	8,244.53	8,244.53
248-000-232-000	EMPLOYEE PENSION DEDUCTIONS-DB	2,668.87	0.00
248-000-241-000	FICA TAXES	171.64	194.84
248-000 257 000	ACCRUED PAYROLL	2,266.47	5,010.82
248-000-259-000	ACCRUED HEALTH CARE	744.60	877.43
248-000-285-000	UNEARNED REVENUE	1,264.16	10,375.47
Total Liabilities		15,360.27	24,703.15
*** Fund Balance ***			
248-000-390-000	FUND BALANCE	314,861.00	289,857.89
Total Fund Balance		314,861.00	289,857.89
Beginning Fund Balance		314,861.13	289,857.89
Net of Revenues VS Expenditures		114,694.78	54,442.84
Fund Balance Adjustments		(0.13)	0.00
Ending Fund Balance		429,555.78	344,300.73
Total Liabilities And Fund Balance		444,916.05	369,003.88

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Dept 001 - REVENUES						
248-001-402-000	PROPERTY TAXES	37,000.00	33,300.17	91.10	3,699.83	90.00
248-001-402-001	PROPERTY TAX CAPTURE - DDA	361,000.00	360,039.53	7,597.13	960.47	99.73
248-001-539-010	STATE GRANTS	10,000.00	7,500.00	0.00	2,500.00	75.00
248-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	14,000.00	0.00	0.00	14,000.00	0.00
248-001-665-000	INVESTMENT EARNINGS (LOSSES)	11,000.00	6,735.07	0.00	4,264.93	61.23
248-001-674-005	MERCHANDISE REVENUE	5,000.00	40.00	0.00	4,960.00	0.80
248-001-675-005	CORPORATE DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
248-001-675-814	EVENT SPONSORSHIPS	20,000.00	7,389.50	0.00	12,610.50	36.95
Net - Dept 001 - REVENUES		463,000.00	415,004.27	7,688.23	47,995.73	
Dept 252 - ACTIVE EMPLOYEE BENEFITS						
248-252-716-000	DENTAL/VISION/LIFE-LTD/RHCS	3,461.00	2,718.53	442.07	742.47	78.55
248-252-716-500	HEALTH CARE COSTS - RC/BS	25,682.00	0.00	0.00	25,682.00	0.00
248-252-718-000	RETIREMENT-DB MERS	26,000.00	12,854.40	0.00	13,145.60	49.44
Net - Dept 252 - ACTIVE EMPLOYEE BENEFITS		(55,143.00)	(15,572.93)	(442.07)	(39,570.07)	
Dept 265 - CITY HALL						
248-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 265 - CITY HALL		(2,000.00)	0.00	0.00	(2,000.00)	
Dept 722 DDA OPERATIONS						
248-722-726-200	INTERNAL SRVC - LABOR & ADMIN	20,000.00	5,000.00	0.00	15,000.00	25.00
248-722-730-000	POSTAGE-PRINTING MAILING	300.00	0.00	0.00	300.00	0.00
248-722-803-000	MEMBERSHIPS AND DUES	1,100.00	350.00	0.00	750.00	31.82
248-722-807-000	AUDIT SERVICES	1,800.00	0.00	0.00	1,800.00	0.00
248-722-818-205	SECRETARIAL SERVICES	2,000.00	1,050.00	150.00	950.00	52.50
248-722-824-000	LEGAL SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
248-722-853-000	TELEPHONE	600.00	323.37	40.46	276.63	53.90
248-722-865-000	DOWNTOWN BERKLEY PARTNERS NON PROFIT	100.00	0.00	0.00	100.00	0.00
248-722-866-000	SUBSCRIPTION SERVICES	300.00	0.00	0.00	300.00	0.00
248-722-904-000	PRINTING	300.00	0.00	0.00	300.00	0.00
Net - Dept 722 - DDA OPERATIONS		(29,000.00)	(6,723.37)	(190.46)	(22,276.63)	
Dept 724 - SPECIAL EVENTS						
248-724-706-000	DPW WORKERS	1,195.00	1,194.19	0.00	0.81	99.93
248-724-709-000	OVERTIME	108.00	107.71	0.00	0.29	99.73
248-724-715-000	FICA	100.00	98.80	0.00	1.20	98.80
248-724-758-001	BOOKLEY SKELETONS	20,000.00	15,781.00	0.00	4,219.00	78.91
248-724-817-004	DDA EVENTS	45,000.00	32,495.77	7,440.05	12,504.23	72.21
248-724-817-005	DDA - MEDIA	2,600.00	2,532.13	0.00	67.85	97.39
248-724-817-015	HOLIDAY LIGHTS	50,000.00	39,017.04	2,960.04	10,982.96	78.03
248-724-940-000	EQUIPMENT RENTAL	1,700.00	1,600.94	0.00	99.06	94.17
Net - Dept 724 - SPECIAL EVENTS		(120,703.00)	(92,827.60)	(10,400.09)	(27,875.40)	
Dept 726 MARKETING AND ADVERTISING						
248-726-814-000	WEBSITE	500.00	20.48	0.00	479.52	4.10

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY					
248-726-817-002	DOWNTOWN MERCHANDISE EXPENDITURES	3,000.00	326.48	0.00	2,673.52	10.88
248-726-818-000	CONTRACTUAL SERVICES	48,000.00	21,000.00	4,200.00	27,000.00	43.75
248-726-901-000	ADVERTISING/MARKETING	17,800.00	16,194.72	560.00	1,605.28	90.98
248-726-901-001	MAP UPDATE & REPRINT	1,500.00	0.00	0.00	1,500.00	0.00
Net - Dept 726 - MARKETING AND ADVERTISING		(70,800.00)	(37,541.68)	(4,760.00)	(33,258.32)	
Dept 729	STREETSCAPE & DESIGN					
248-729-818-200	FLOWER BASKET PROGRAM	78,000.00	7,752.51	0.00	70,247.49	9.94
248-729-818-201	PUBLIC ART/PLACEMAKING	40,000.00	14,011.94	1,000.00	25,988.06	35.03
248-729-818-207	PEST CONTROL	500.00	280.00	40.00	220.00	56.00
248-729-972-100	FACADE GRANT INCENTIVE PROGRAM	15,000.00	30,000.00	10,000.00	(15,000.00)	200.00
Net - Dept 729 - STREETSCAPE & DESIGN		(133,500.00)	(52,044.45)	(11,040.00)	(81,455.55)	
Dept 740	DDA ADMINISTRATION					
248-740-704-000	FULL TIME EMPLOYEES	79,567.00	52,728.76	9,180.72	26,838.24	66.27
248-740-715-000	FICA	6,600.00	6,431.53	695.30	168.47	97.45
248-740-725-000	WORKERS COMPENSATION	336.00	336.00	0.00	0.00	100.00
248-740-728-000	OFFICE SUPPLIES	500.00	241.32	0.00	258.68	48.26
248-740-817-008	BOARD TRAININGS	2,000.00	0.00	0.00	2,000.00	0.00
248-740-960-000	PROFESSIONAL DEVELOPMENT	3,000.00	1,144.77	0.00	1,855.23	38.16
Net - Dept 740 - DDA ADMINISTRATION		(92,003.00)	(60,882.38)	(9,876.02)	(31,120.62)	
Dept 902	PUBLIC IMPROVEMENT					
248-902-821-001	ENGINEERING ROBTNA PROJECT	0.00	3,801.78	0.00	(3,801.78)	100.00
248-902-972-200	STREETSCAPE IMPROVEMENTS	160,000.00	89,667.24	0.00	70,332.76	56.04
248-902-972-700	BERKLEY PLAZA PROJECT	0.00	1,500.00	1,500.00	(1,500.00)	100.00
Net - Dept 902 - PUBLIC IMPROVEMENT		(160,000.00)	(94,969.02)	(1,500.00)	(65,030.98)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		463,000.00	415,004.27	7,688.23	47,995.73	89.63
TOTAL EXPENDITURES		663,149.00	360,561.43	38,208.64	302,587.57	54.37
NET OF REVENUES & EXPENDITURES		(200,149.00)	54,442.84	(30,520.41)	(254,591.84)	27.20

DOWNTOWN BERKLEY 2024 EVENTS ROSTER!



retro feel. metro appeal.

Leprechauns Scavenger Hunt	March
Leprechaun Ladies Night Out	March 14
Food Truck Fridays at ArtSpace*	April 5, May 3
Bombshell Treat Bar Grand Opening*	April 19
Record Store Day at Flipside Records*	April 20
Leia's Night Out + Free Comic Book Day	May 4
Memorial Day Ceremony*	May 27
Farmers Markets: Singing In The Sun	June 6, 13, 20, 27
Berkley Art Bash*	June 8
Berkley Pride Block Party	June 23
Farmers Markets: Dog Days of Summer	July 11, 18, 25
Berkley Street Art Fest*	July 13
Hippie Fest at the Farmers Market	August 1
Ladies Night Out: Luau Edition	August 1
Farmers Markets: Back to School Fun	August 8, 15, 22, 29
Berkley CruiseFest*	August 16
Farmers Markets: Fall Fun	Sept. 5, 12, 19, 26
County Oakland Irish Fest*	September 14

BOO!KLEY 2024

Skeleton Decorating Sign-Up	August
Skeletons Pick-Up & Drop-Off	Sept. 5, 12, 19, 26
Downtown Skeletons Go Up!	September 28, 29
DIY Skeleton Decorating Party	September 29
Farmers Markets: BOO!KLEY Edition	Oct. 3, 10, 17, 24, 31
Food Truck Fridays at ArtSpace*	October
Zombie Crawl + Restaurant Weekend	October 4-5
Witches Night Out	October 10
Ghost Chase	October 18
BOO!KLEY 5K Run	October 26
Trick or Treat Stroll	October 26
Monster Mash Block Party	October 26
Vampire Blood Drive with Red Cross*	October 29

MerriMonth 2024

Small Business Saturday	November 30
Merry & Bright Shopping Nights	December 5, 12, 19
Holiday Lights Parade*	December 7
Santa Claus at the Gazebo*	December 7
Jolly Trolley Family Shopping Fun	December 14
Santa Claus at the Library	December 15

VISIT DOWNTOWNBERKLEY.COM FOR UPDATES AND DETAILS!

To find out more about these events, visit www.DowntownBerkley.com. More events may join the roster as the year progresses, of course, and we'd love your help bringing them to life! We are grateful to the community members whose volunteer support makes these fun activities possible. Listed events with asterisks are amazing, happening in our downtown, and supported by our DDA — but are organized by other organizations or volunteers. Call Executive Director Mike McGuinness at (248) 658-3353 or email him at director@downtownberkley.com



Building Department
Phone:(248) 658-3320

3338 Coolidge
Fax: (248) 658-3301

Berkley, MI 48072
WWW.BERKLEYMICH.ORG

	Location
04-25-18-204-025 Berkley	Glen Ford Park 0

Municipal Parking	Occupant
-------------------	----------

Issued: 03/25/2024
Expires: 06/24/2024

Berkley DDA (Downtown Development Authority) Applicant
3338 Coolidge Hwy
Berkley MI 48072
(248) 658 3353

Description: Berkley Pride Block Party
 June 23, 2024
 1pm-5pm
 Location- Robina, South of 12 Mile Road
 Griffith, South of 12 Mile Road
 And Municipal Parking Lot between the two roads

Stipulations:

Permit Item	Work Type
-------------	-----------

Failure to abide by the conditions of this permit shall result in immediate closure and violations issued.

The City reserves the right to alter any event if it finds that the event(s) are jeopardizing public safety.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I am responsible for assuring all required inspections are requested in conformance with the applicable code.
 I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a Downtown Development Authority (DDA) event, "Downtown Berkley Farmers Market" on Robina south of 12 Mile Road, on Thursdays from 9 am to 3 pm, starting June 6, 2024 through October 31, 2024. Approval is conditional upon the submission of required items and documents prior to the event date.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: DOWNTOWN BERKLEY FARMERS MARKET

Event Date(s)	Location(s)	Event Hours
THURSDAYS JUNE 6 - OCT. 31, 2024	ROBINA, SOUTH OF 12 MILE	9:00 AM - 3:00 PM

ORGANIZATION:

Organization Name: BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY			
Headquarters Street Address: 3338 COOLIDGE			
City: BERKLEY	State: MI	Zip Code: 48072	Phone: 248-658-3353
Website: WWW.DOWNTOWNBERKLEY.COM			

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit 501(c)(3) N/A Other (specify) PUBLIC AUTHORITY

The following documents have been submitted:

Completed application	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Valid IRS tax exempt verification	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Financial report for the preceding fiscal year	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Proof of Commercial Liability Coverage	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Estimated cost to execute the solicitation / event	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Charitable Solicitation / Special Event Hold Harmless Agreement	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Application reviewed by: Public Safety MSK 3-27-24 Public Works
Building Official ES 3/29/24

Comments:

Presented to City Council:

Date: _____	Approved: ___ YES ___ NO	Organization Notified ___ YES ___ NO	Date _____
-----------------------	------------------------------------	--	----------------------

Date: _____	Approved: ___ YES ___ NO	Organization Notified ___ YES ___ NO	Date _____
-----------------------	------------------------------------	--	----------------------



City Clerk's Office
3338 Coolidge Hwy.
Berkley, MI 48072
248-658-3300
Fax: 248-658-3301
www.berkleymi.ch.org

Print Form

CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: DOWNTOWN BERKLEY FARMERS MARKET

Organization / Contact:

Name of Organization: BERKLEY DDA Contact's Name: MICHAEL MCGUINNESS
Address: 3338 COOLIDGE City: BERKLEY State/zip: MI 48072
Telephone: 248-658-3353 24 Hour Emergency Contact: [REDACTED]

If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.

Event Location:	<u>ROBINA, SOUTH OF 12 MILE ROAD</u>
<small>If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.</small>	
Dates and Hours of Event:	<u>THURSDAYS, JUNE 6 - OCT. 31, 2024; 9 AM - 3 PM</u>
How many employees or volunteers?	<u>1 EMPLOYEE, 14 VOLUNTEERS</u>
How will site be secured during off-hours?	<u>NO SETUP OR MATERIALS WILL REMAIN BEYOND THE EVENT'S SAME DAY</u>
What type of merchandise will be sold?	<u>NONE DIRECTLY BY DDA - LOCAL VENDORS</u>
<small>If you are selling food, include a copy of your receipt from Oakland County Health Department.</small>	
<u>NONE DIRECTLY BY DDA - LOCAL VENDORS WITH OWN DESIGNATIONS</u>	
<small>Will there be any electricity outside the building (e.g., extension cords, heaters, lights)? If yes, an electrical inspection by the City will be required after set up and before opening.</small>	
<u>NONE PLANNED</u>	
<small>Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.</small>	
<small>What are your plans for set up and removal?</small> <u>HANDLED BY DDA EMPLOYEE AND VOLUNTEERS, AS WELL AS LOCAL VENDORS, SAME DAY OF EVENT</u>	
<small>Tax Exempt Status (as defined by the US Internal Revenue Service):</small>	
Non-Profit <input type="checkbox"/> 501.C3 <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> <u>PUBLIC AUTHORITY</u>	
<small>Include the following documents:</small>	
<input type="checkbox"/> Internal Revenue Service tax exempt documentation for the organization. <input type="checkbox"/> Organization's financial report for the preceding fiscal year. <input type="checkbox"/> Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal injury, Bodily injury, and Property Damage. <input type="checkbox"/> Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable) <input checked="" type="checkbox"/> Special Event Hold Harmless Agreement signed by an authorized representative	

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

An application will be denied or an event shut down if complete and accurate information is not provided.

Christina Meloni
Signature of Applicant

MARCH 18, 2024
Date

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes		3/28/24
Comments:			
Public Safety	yes	Mr. Kon	3-27-24
Comments:			
Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:			
Comments:			
Parks/Recreation	YES	DPY	3/25/24
Comments:			
City Clerk	yes	Victoria Mitchell	3/25/24
Comments:			
City Manager	yes		3/26/24
Comments:			

For City Use Only:

Date Application Received 3/22/24 Receipt Number PTU24-0004

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		
Clean up Bond (\$100.00) <input type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/>	City Manager's approval required	

City Manager's Signature: Date: 3/22/24

<p>IF APPLICABLE:</p> <p>Motion Number:</p> <p>Conditions (if any):</p> <p>Is fee to be reimbursed?</p>
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CITY OF BERKLEY COMMUNITY SPECIAL EVENT HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between BERKLEY D.D.A. (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.

Organization Name BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY

Address 3338 COOLIDGE

City BERKLEY State MI Zip 48072 Phone 248-658-3353

Event Name DOWNTOWN BERKLEY FARMERS MARKET

Event Location(s) ROBINA, SOUTH OF 12 MILE Event Date(s) THURSDAYS, JUNE 6 - OCT. 31, 2024

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative MICHAEL MCGUINNESS Title EXECUTIVE DIRECTOR
(Please print)

Signature  Date MARCH 18, 2024

CITY OF BERKLEY MICHIGAN

TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

Film Permit Applicant: Please provide the information requested in the shaded area. Submit this page with your application.

PROJECT NAME:	DOWNTOWN BERKLEY FARMERS MARKET
Location	ROBINA AVENUE, SOUTH OF 12 MILE ROAD
DATE/S/TIMES:	THURSDAYS, FROM 9:00 AM TO 3:00 PM STARTING THURSDAY, JUNE 6, 2024 RUNNING THROUGH OCTOBER 31, 2024
RESPONSIBLE PARTY:	BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
Name:	MICHAEL MCGUINNESS
Street Address:	3338 COOLIDGE
City/State/ZIP:	BERKLEY, MICH. 48072
Contact Phone:	248-658-3353
Email address:	MMCGUINNESS@BERKLEYMICH.NET

For Official Use Only:

Action required by City : <i>(Attach additional pages if needed)</i>	
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Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		3-27-24
Public Works		
Building Official		3/28/24

**Original – Traffic Control File

Return copy of completed form to City Clerk's Office

Berkley Downtown Development Authority Downtown Berkley Farmers Market

Thursdays

9:00 AM to 3:00 PM

Starting June 6, 2024

Through October 31, 2024

Location: Robina Avenue, south of 12 Mile Road

(pending municipal approval)

Objective: Continue our expanded Downtown Berkley promotional events calendar; Draw further interest and activity to the 12 Mile and Robina business cluster; Inject increased foot traffic for downtown businesses on an otherwise slower time of the weekday; Leverage the latest downtown murals planned at Robina; Stimulate additional exposure of the unique experiences and shopping opportunities offered in dynamic Downtown Berkley; Bring the Berkley community together for a positive and family-friendly experience in our downtown; Build on the foundation of the first year of the Farmers Markets in 2023; Harness the opportunity to make our downtown a regional destination.

Estimated Budget: \$16,000 for the series

Main Costs to Cover:

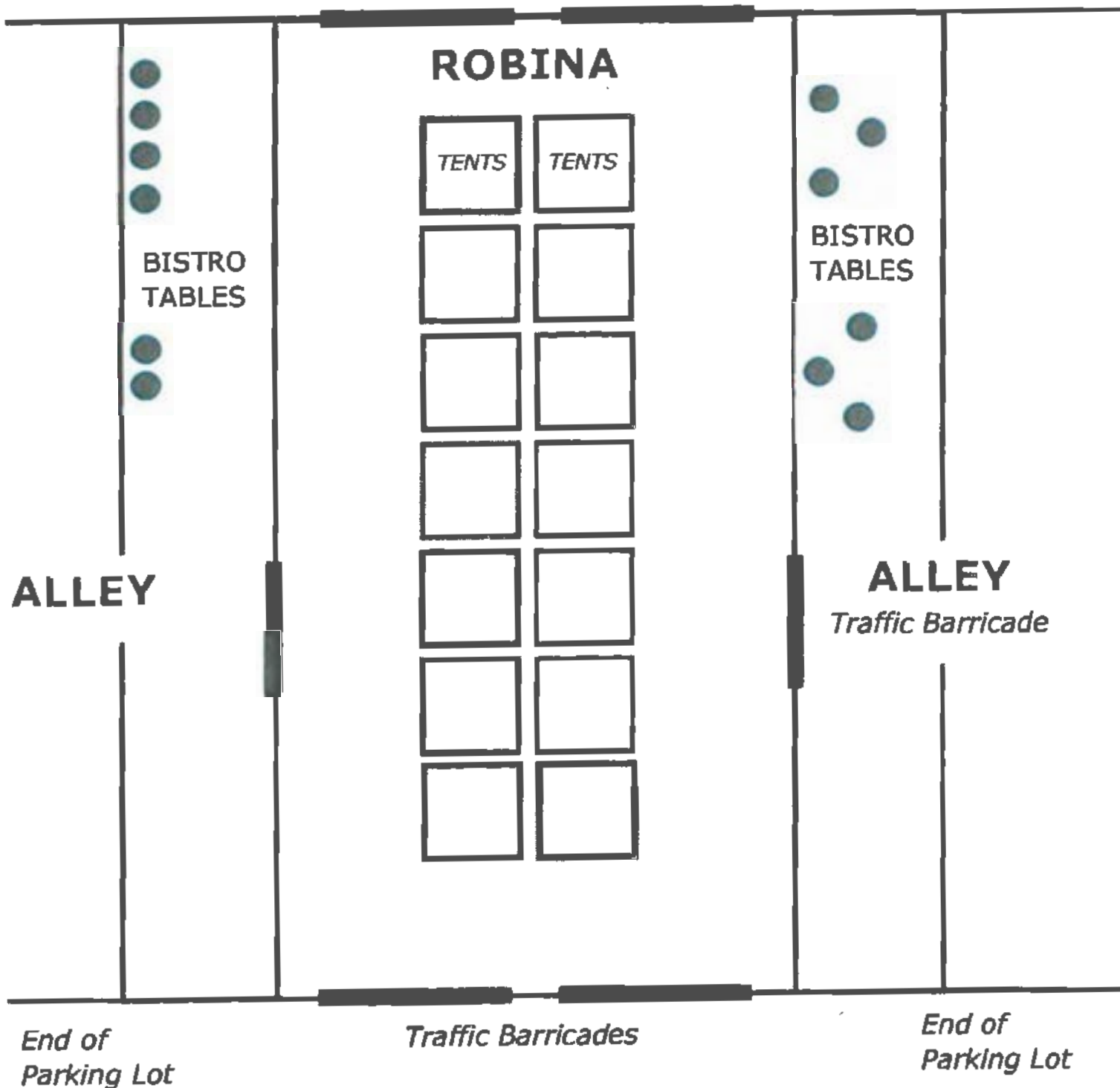
- Stipends for Event Coordinators' Time
- Advertising in Fresh Food Source Publications
- Marketing Within and Outside of Berkley to Boost Foot Traffic
- Branded Farmers Market Promotional Items and Attendance Incentives
- Paid Musical Performers for Targeted Market Days
- Paid Social Media Marketing Promotional Efforts
- Printed Promotional Materials Advertising the New Farmers Market
- Reimbursement to City of Berkley for Logistical or Time Expenses of City Staff, When Applicable

Additional event needs will be handled in-kind by the existing supply of Berkley Downtown Development Authority event materials.

DOWNTOWN BERKLEY FARMERS MARKET PROPOSED LAYOUT CONFIGURATION

TWELVE MILE ROAD

Traffic Barricades



Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 02/28/2023	PERIOD ENDED 02/29/2024
*** Assets ***			
248 000 001-000	CASH IN BANK	438,403.90	377,102.58
248-000-004-000	CASH - IMPREST PAYROLL	3,315.02	(17,072.09)
248-000-005-000	PETTY CASH	300.00	300.00
248-000-026-000	DELINQUENT PPT RECEIVABLE	2,897.13	9,673.39
Total Assets		444,916.05	369,003.88
*** Liabilities ***			
248 000-202-001	ACCOUNTS PAYABLE - MANUAL	8,244.53	8,244.53
248-000-232-000	EMPLOYEE PENSION DEDUCTIONS-DB	2,668.87	0.00
248-000-241-000	FICA TAXES	171.64	194.84
248-000-257-000	ACCRUED PAYROLL	2,266.47	5,010.82
248-000-259-000	ACCRUED HEALTH CARE	744.60	877.48
248-000-285-000	UNEARNED REVENUE	1,264.16	10,375.47
Total Liabilities		15,360.27	24,703.15
*** Fund Balance ***			
248-000-390-000	FUND BALANCE	314,861.00	289,857.89
Total Fund Balance		314,861.00	289,857.89
Beginning Fund Balance		314,861.13	289,857.89
Net of Revenues VS Expenditures		114,694.78	54,442.84
Fund Balance Adjustments		(0.13)	0.00
Ending Fund Balance		429,555.78	344,300.73
Total Liabilities And Fund Balance		444,916.05	369,003.88

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDCG USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Dept 001 - REVENUES						
248-001-402-000	PROPERTY TAXES	37,000.00	33,300.17	91.10	3,699.83	90.00
248-001-402-001	PROPERTY TAX CAPTURE - DDA	361,000.00	360,039.53	7,597.13	960.47	99.73
248-001-539-010	STATE GRANTS	10,000.00	7,500.00	0.00	2,500.00	75.00
248-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	14,000.00	0.00	0.00	14,000.00	0.00
248-001-665-000	INVESTMENT EARNINGS (LOSSES)	11,000.00	6,735.07	0.00	4,264.93	61.23
248-001-674-005	MERCHANDISE REVENUE	5,000.00	40.00	0.00	4,960.00	0.80
248-001-675-005	CORPORATE DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
248-001-675-814	EVNT SPONSORSHIPS	20,000.00	7,389.50	0.00	12,610.50	36.95
Net - Dept 001 - REVENUES		463,000.00	415,004.27	7,688.23	47,995.73	
Dept 252 - ACTIVE EMPLOYEE BENEFITS						
248-252-716-000	DENTAL/VISION/LIFE LTD/RHCS	3,461.00	2,718.53	442.07	742.47	78.55
248-252-716-500	HEALTH CARE COSTS - BC/BS	25,682.00	0.00	0.00	25,682.00	0.00
248-252-718-000	RETIREMENT-DB MERS	26,000.00	12,854.40	0.00	13,145.60	49.44
Net - Dept 252 - ACTIVE EMPLOYEE BENEFITS		(55,143.00)	(15,572.93)	(442.07)	(39,570.07)	
Dept 265 - CITY HALL						
248-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 265 - CITY HALL		(2,000.00)	0.00	0.00	(2,000.00)	
Dept 722 - DDA OPERATIONS						
248-722-726-200	INTERNAL SRVC - LABOR & ADMIN	20,000.00	5,000.00	0.00	15,000.00	25.00
248-722-730-000	POSTAGE-PRINTING-MALLING	300.00	0.00	0.00	300.00	0.00
248-722-803-000	MEMBERSHIPS AND DUES	1,100.00	350.00	0.00	750.00	31.82
248-722-807-000	AUDIT SERVICES	1,800.00	0.00	0.00	1,800.00	0.00
248-722-818-205	SECRETARIAL SERVICES	2,000.00	1,050.00	150.00	950.00	52.50
248-722-824-000	LEGAL SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
248-722-853-000	TELEPHONE	600.00	323.37	40.46	276.63	53.90
248-722-865-000	DOWNTOWN BERKLEY PARTNERS NON PROFIT	100.00	0.00	0.00	100.00	0.00
248-722-866-000	SUBSCRIPTION SERVICES	300.00	0.00	0.00	300.00	0.00
248-722-904-000	PRINTING	300.00	0.00	0.00	300.00	0.00
Net - Dept 722 - DDA OPERATIONS		(29,000.00)	(6,723.37)	(190.46)	(22,276.63)	
Dept 724 - SPECIAL EVENTS						
248-724-706-000	DPW WORKERS	1,195.00	1,194.19	0.00	0.81	99.93
248-724-709-000	OVERTIME	108.00	107.71	0.00	0.29	99.73
248-724-715-000	FICA	100.00	98.80	0.00	1.20	98.80
248-724-758-001	BOOKLEY SKELETONS	20,000.00	15,781.00	0.00	4,219.00	78.91
248-724-817-004	DDA EVENTS	45,000.00	32,495.77	7,440.05	12,504.23	72.21
248-724-817-005	DDA - MEDIA	2,600.00	2,532.15	0.00	67.85	97.39
248-724-817-015	HOLIDAY LIGHTS	50,000.00	39,017.04	2,960.04	10,982.96	78.03
248-724-940-000	EQUIPMENT RENTAL	1,700.00	1,600.94	0.00	99.06	94.17
Net - Dept 724 - SPECIAL EVENTS		(120,703.00)	(92,827.60)	(10,400.99)	(27,875.40)	
Dept 726 - MARKETING AND ADVERTISING						
248-726-814-000	WEBSITE	500.00	20.48	0.00	479.52	4.10

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BUDGT USED
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY					
248-726-817-002	DOWNTOWN MERCHANDISE EXPENDITURES	3,000.00	326.48	0.00	2,673.52	10.88
248-726-818-000	CONTRACTUAL SERVICES	48,000.00	21,000.00	4,200.00	27,000.00	43.75
248-726-901-000	ADVERTISING/MARKETING	17,800.00	16,194.72	560.00	1,605.28	90.98
248-726-901-001	MAP UPDATE & REPRINT	1,500.00	0.00	0.00	1,500.00	0.00
Net - Dept 726 - MARKETING AND ADVERTISING		(70,800.00)	(37,541.68)	(4,760.00)	(33,258.32)	
Dept 729	STREETSCAPE & DESIGN					
248-729-818-200	FLOWER BASKET PROGRAM	78,000.00	7,752.51	0.00	70,247.49	9.94
248-729-818-201	PUBLIC ART/PLACEMAKING	40,000.00	14,011.94	1,000.00	25,988.06	35.03
248-729-818-207	PEST CONTROL	500.00	280.00	40.00	220.00	56.00
248-729-972-100	FACADE GRANT INCENTIVE PROGRAM	15,000.00	30,000.00	10,000.00	(15,000.00)	200.00
Net - Dept 729 - STREETSCAPE & DESIGN		(133,500.00)	(52,044.45)	(11,040.00)	(81,455.55)	
Dept 740	DDA ADMINISTRATION					
248-740-704-000	FULL TIME EMPLOYEES	79,567.00	52,728.76	9,180.72	26,838.24	66.27
248-740-715-000	FICA	6,600.00	6,431.53	695.30	168.47	97.45
248-740-725-000	WORKERS COMPENSATION	336.00	336.00	0.00	0.00	100.00
248-740-728-000	OFFICE SUPPLIES	500.00	241.32	0.00	258.68	48.26
248-740-817-008	BOARD TRAININGS	2,000.00	0.00	0.00	2,000.00	0.00
248-740-960-000	PROFESSIONAL DEVELOPMENT	3,000.00	1,144.77	0.00	1,855.23	38.16
Net - Dept 740 - DDA ADMINISTRATION		(92,003.00)	(60,882.38)	(9,876.02)	(31,120.62)	
Dept 902	PUBLIC IMPROVEMENT					
248-902-821-001	ENGINEERING - ROBINA PROJECT	0.00	3,801.78	0.00	(3,801.78)	100.00
248-902-972-200	STREETSCAPE IMPROVEMENTS	160,000.00	89,667.24	0.00	70,332.76	56.04
248-902-972-700	BERKLEY PLAZA PROJECT	0.00	1,500.00	1,500.00	(1,500.00)	100.00
Net - Dept 902 - PUBLIC IMPROVEMENT		(160,000.00)	(94,969.02)	(1,500.00)	(65,030.98)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		463,000.00	415,004.27	7,688.23	47,995.73	89.63
TOTAL EXPENDITURES		663,149.00	360,561.43	38,208.64	302,587.57	54.37
NET OF REVENUES & EXPENDITURES		(200,149.00)	(54,442.84)	(30,520.41)	(254,591.84)	27.20

DOWNTOWN BERKLEY 2024 EVENTS ROSTER!



Leprechauns Scavenger Hunt
 Leprechaun Ladies Night Out
 Food Truck Fridays at ArtSpace*
 Bombshell Treat Bar Grand Opening*
 Record Store Day at Flipside Records*
 Leia's Night Out + Free Comic Book Day
 Memorial Day Ceremony*
 Farmers Markets: Singing In The Sun
 Berkley Art Bash*
 Berkley Pride Block Party
 Farmers Markets: Dog Days of Summer
 Berkley Street Art Fest*
 Hippie Fest at the Farmers Market
 Ladies Night Out: Luau Edition
 Farmers Markets: Back to School Fun
 Berkley CruiseFest*
 Farmers Markets: Fall Fun
 County Oakland Irish Fest*

BOO!KLEY 2024

Skeleton Decorating Sign-Up
 Skeletons Pick-Up & Drop-Off
 Downtown Skeletons Go Up!
 DIY Skeleton Decorating Party
 Farmers Markets: BOO!KLEY Edition
 Food Truck Fridays at ArtSpace*
 Zombie Crawl + Restaurant Weekend
 Witches Night Out
 Ghost Chase
 BOO!KLEY 5K Run
 Trick or Treat Stroll
 Monster Mash Block Party
 Vampire Blood Drive with Red Cross*

MerriMonth 2024

Small Business Saturday
 Merry & Bright Shopping Nights
 Holiday Lights Parade*
 Santa Claus at the Gazebo*
 Jolly Trolley Family Shopping Fun
 Santa Claus at the Library

March
 March 14
 April 5, May 3
 April 19
 April 20
 May 4
 May 27
 June 6, 13, 20, 27
 June 8
 June 23
 July 11, 18, 25
 July 13
 August 1
 August 1
 August 8, 15, 22, 29
 August 16
 Sept. 5, 12, 19, 26
 September 14

 August
 Sept. 5, 12, 19, 26
 September 28, 29
 September 29
 Oct. 3, 10, 17, 24, 31
 October
 October 4-5
 October 10
 October 18
 October 26
 October 26
 October 26
 October 26
 October 29

 November 30
 December 5, 12, 19
 December 7
 December 7
 December 14
 December 15

retro feel. metro appeal.

VISIT DOWNTOWNBERKLEY.COM FOR UPDATES AND DETAILS!

To find out more about these events, visit www.DowntownBerkley.com. More events may join the roster as the year progresses, of course, and we'd love your help bringing them to life! We are grateful to the community members whose volunteer support makes these fun activities possible. Listed events with asterisks are amazing, happening in our downtown, and supported by our DDA -- but are organized by other organizations or volunteers. Call Executive Director Mike McGinness at (248) 658-3353 or email him at director@downtownberkley.com



Building Department
Phone:(248) 658-3320

3338 Coolidge
Fax: (248) 658-3301

Berkley, MI 48072
WWW.BERKLEYMICH.ORG

		Location
04-25-18-204-027 Berkley	Glen Ford Park 0	

Municipal Parking	Occupant

Issued: 03/22/2024
Expires: 11/01/2024

Berkley DDA (Downtown Development Authority)	Applicant
3338 Coolidge Hwy Berkley MI 48072 (248) 658 3353	

Description: Downtown Berkley Farmers Market
Thursdays 9am-3pm
June 6, 2024- October 31, 2024

Stipulations:

Permit Item

Work Type

Failure to abide by the conditions of this permit shall result in immediate closure and violations issued.

The City reserves the right to alter any event if it finds that the event(s) are jeopardizing public safety.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I am responsible for assuring all required inspections are requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a Downtown Development Authority (DDA) event, "BOOKley Monster Mash Block Party" on Coolidge between 12 Mile and Catalpa on Saturday, October 26, 2024 from noon to 5 pm and authorizing the road closure of Coolidge on that date. Approval is conditional upon the submission of required items and documents prior to the event date.

Ayes:

Nays:

Motion:



**CITY OF BERKLEY
COMMUNITY SPECIAL EVENT
PERMIT APPLICATION DISPOSITION CHECKLIST**

Event Name: BOOKLEY MONSTER MASH BLOCK PARTY

Event Date(s)	Location(s)	Event Hours
<u>OCTOBER 26, 2024</u>	<u>COOLIDGE, BETWEEN 12 MILE & CATALPA</u>	<u>12 - 5 PM</u>

ORGANIZATION:

Organization Name: <u>BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY</u>			
Headquarters Street Address: <u>3338 COOLIDGE</u>			
City: <u>BERKLEY</u>	State: <u>MI</u>	Zip Code: <u>48072</u>	Phone: <u>248-658-3353</u>
Website: <u>WWW.DOWNTOWNBERKLEY.COM</u>			

Tax Exempt Status (as defined by the US Internal Revenue Service):

Non-Profit 501(c)(3) N/A Other (specify) PUBLIC AUTHORITY

The following documents have been submitted:

- | | |
|---|---|
| Completed application | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Valid IRS tax exempt verification | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Financial report for the preceding fiscal year | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Proof of Commercial Liability Coverage | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Estimated cost to execute the solicitation / event | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| Charitable Solicitation / Special Event Hold Harmless Agreement | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Application reviewed by: **Public Safety** MLK 3-27-24 **Public Works** _____
Building Official E. [Signature] 3/29/24

Comments:

Presented to City Council:

Date: _____	Approved: _____ YES _____ NO	Organization Notified _____ YES _____ NO Date _____
--------------------	-------------------------------------	---

Date: _____	Approved: _____ YES _____ NO	Organization Notified _____ YES _____ NO Date _____
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City Clerk's Office
 3338 Coolidge Hwy.
 Berkley, MI 48072
 248-658-3300
 Fax: 248-658-3301
 www.berkleymich.org

Print Form

CITY OF BERKLEY, MICHIGAN COMMUNITY SPECIAL EVENT APPLICATION

Name of Event: BOOKLEY MONSTER MASH BLOCK PARTY

Organization / Contact:

Name of Organization: BERKLEY DDA Contact's Name: MICHAEL MCGUINNESS
 Address: 3338 COOLIDGE City: BERKLEY State/zip: MI 48072
 Telephone: 248-658-3353 24 Hour Emergency Contact: [REDACTED]

If event will be on private property owned by someone else, then a letter of permission from the property owner must be submitted with the application.

Event Location: COOLIDGE, BETWEEN 12 MILE AND CATALPA

If the event involves city streets or sidewalks, include a map showing the location. A petition from affected businesses may be required.

Dates and Hours of Event: SATURDAY, OCTOBER 26, 2024 FROM 12 TO 5 PM

How many employees or volunteers? 1 EMPLOYEE, 54 VOLUNTEERS

How will site be secured during off-hours? NO SETUP OR MATERIALS, WILL REMAIN BEYOND THE EVENT'S SAME DAY

What type of merchandise will be sold? NONE PLANNED

If you are selling food, include a copy of your receipt from Oakland County Health Department. NOT APPLICABLE

Will there be any electricity outside the building (e.g., extension cords, heaters, lights)?
 If yes, an electrical inspection by the City will be required after set up and before opening. NONE CURRENTLY PLANNED

Include a Site Plan showing where merchandise will be sold, how pedestrian and vehicular traffic will circulate on the site.

What are your plans for set up and removal? HANDLED BY DDA EMPLOYEE

Tax Exempt Status (as defined by the US Internal Revenue Service):
 Non-Profit 501.C3 Other (specify) PUBLIC AUTHORITY

- Include the following documents:
- Internal Revenue Service tax exempt documentation for the organization.
 - Organization's financial report for the preceding fiscal year.
 - Proof of Commercial Liability Coverage on an "occurrence basis", naming the City of Berkley as additional insured, with no less than \$1,000,000 per occurrence and/or combined single limit, Personal Injury, Bodily injury, and Property Damage.
 - Liquor Liability, \$500,000 per occurrence and \$500,000 aggregate. (if applicable)
 - Special Event Hold Harmless Agreement signed by an authorized representative

By Ordinance, each Community Special Event is limited to a maximum of 7 days.

Applications must be received at least 45 days prior to the event. Events involving the public right of way will require City Council approval. I understand that a representative of the organization will need to attend the City Council meeting. The City will notify me of the meeting date and time.

An application will be denied or an event shut down if complete and accurate information is not provided.

Michael McGuinness
 Signature of Applicant

3-18-2024
 Date

APPROVALS

DEPARTMENT	Approve (YES/NO)	Signature	Date
Planning/Building	yes		3/28/24
Comments:			
Public Safety	yes	M. K.	3-27-24
Comments: Notify SMART, ambulance, and waste collection of any road closures.			
Public Works:			
Comments:			
Parks/Recreation	Yes		3/25/24
Comments:			
City Clerk	Yes	Victoria Mitchell	3/25/24
Comments:			
City Manager	Yes		3/26/24
Comments:			

For City Use Only:

Date Application Received

3-22-24

Receipt Number

PTU24-0006

Received	Receipt Number	Date Received
Application Fee (\$200.00) <input type="checkbox"/>		
Clean up Bond (\$100.00) <input type="checkbox"/>		
Fee Waived <input checked="" type="checkbox"/>	City Manager's approval required	

City Manager's Signature:

Date:

3/22/24

IF APPLICABLE:

Motion Number:

Conditions (if any):

Is fee to be reimbursed?



CITY OF BERKLEY COMMUNITY SPECIAL EVENT HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between BERKLEY D.D.A., (the Organization) and the City of Berkley, Michigan, (City) for the date(s) specified below.


Organization Name BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
Address 3338 COOLIDGE
City BERKLEY State MI Zip 48072 Phone 248-658-3353
Event Name BOOKLEY MONSTER MASH BLOCK PARTY
Event Location(s) COOLIDGE (BETWEEN 12 MILE AND CATALPA) Event Date(s) OCTOBER 26, 2024

To the fullest extent permitted by law, the Organization expressly agrees to indemnify and hold harmless the City of Berkley, its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons participating in the above named event.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Organization or anyone acting on its behalf in connection with or incidental to this agreement. The Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Organization shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

Authorized Representative MICHAEL MCGUINNESS Title EXECUTIVE DIRECTOR
(Please print)
Signature  Date MARCH 18, 2024

CITY OF BERKLEY MICHIGAN
TEMPORARY TRAFFIC CONTROL ORDER

(TCO NUMBER)

In accordance with the duly adopted Uniform Traffic Code for Cities, Townships, and Villages, the Traffic Engineer hereby issues the following Temporary Traffic Control Order.

Film Permit Applicant: Please provide the information requested in the shaded area. Submit this page with your application.

PROJECT NAME:	BOOKLEY MONSTER MASH BLOCK PARTY
Location	COOLIDGE, BETWEEN 12 MILE AND CATALPA
DATE/S/TIMES:	SATURDAY, OCTOBER 26, 2024
	9:00 AM TO 12:00 PM - SETUP
	12:00 PM TO 5:00 PM - EVENT DURATION
	5:00 PM TO 7:00 PM - CLEANUP
RESPONSIBLE PARTY:	BERKLEY DOWNTOWN DEVELOPMENT AUTHORITY
Name:	MICHAEL MCGUINNESS
Street Address:	3338 COOLIDGE
City/State/ZIP:	BERKLEY, MICH. 48072
Contact Phone:	248-658-3353
Email address:	MMCGUINNESS@BERKLEYMICH.NET

For Official Use Only:

Action required by City :	
<i>(Attach additional pages if needed)</i>	

Approved by: <i>(Print name and title below)</i>	Signature:	Date:
Public Safety		3-27-24
Public Works		
Building Official		3/28/24

****Original – Traffic Control File**

Return copy of completed form to City Clerk's Office

Berkley Downtown Development Authority

BOO!KLEY Trick or Treat Stroll

Saturday, October 26th, 2024 – 12 pm to 3 pm

Participating Businesses along Twelve Mile, Coolidge, Robina

BOO!KLEY Monster Mash Block Party

Saturday, October 26th, 2024 – 2 pm to 5 pm

Block Party Location: Coolidge, between 12 Mile Road and Catalpa Road, pending municipal approval

Objectives: Elevate the Monster Mash Block Party for its fourth year and build upon the momentum of the BOO!KLEY season; Make Berkley more centrally a destination during Halloween time; Continue our expanded Downtown Berkley promotional events calendar and our returning Downtown Block Party Series; Stimulate additional exposure of the unique experiences and shopping opportunities offered in dynamic Downtown Berkley; Provide family-friendly draws to Downtown Berkley; Ensure young pedestrians and their chaperones are able to safely enjoy the event and explore our downtown.

Inspired by the City of Berkley's beloved tradition of neighborhood block parties throughout residential sections of our community, and building off of our continued downtown promotional events success, our Berkley Downtown Development Authority launched a series of downtown 'Block Party' in 2021, with the Monster Mash Block Party intentionally happening on the same day as the Downtown Trick or Treat Stroll, as part of our BOO!KLEY promotional season. In 2022 and 2023, thousands of families came out in force and had a very positive experience in our downtown. As with the Trick or Treat Stroll, we are bringing it back again and building it even stronger and more high-impact than the inaugural BOO!KLEY season offering. The day will feature family-friendly Halloween-themed activities, crafts, games, prizes, and more. Dozens of community groups and local businesses will be enlisted to share the spotlight, help make the fun possible, and benefit from the large crowds gathered.

Estimated Stroll and Block Party Budgets: \$7,800

Costs to Cover:

- Purchase of Portion of Candy Distributed by Businesses
- Supplies to Facilitate Event Logistics, Including Candy Distribution
- Paid Social Media Marketing and Promotional Efforts
- Downtown Berkley Promotional Items for Distribution
- Décor to Enhance the BOO!KLEY Streetscape Staging
- Arts and Craft Stations Supplies
- Stipend for Musical DJ Service
- Aerialist and Carnival Performer Stipends
- Expense of City of Berkley Department of Public Works Overtime



2024 DOWNTOWN BOO!KLEY MONSTER MASH BLOCK PARTY

Twelve Mile Road



Even the Berkley Historical Museum in on the Candy Distribution Action!

Note: Due to the Presence of Apartment Residents opposite Rosemont on Coolidge, ingress and egress for residents must be maintained. Public Works and Public Safety worked out a solid solution in 2022.

Area of Note

Rosemont



Beverly



Earlmont



Edgewood



Wiltshire



Clusters of Games, Crafts, Décor, Photo Stations

Franklin



Coolidge Businesses Distributing Candy to Trick or Treaters



Road Closure Barricades Needed

Dorothea



Catalpa Road



Tons of Children and Families Galivanting Back and Forth Across the Open Street



Clusters of Games, Crafts, Décor, Photo Stations



Coolidge Businesses Distributing Candy to Trick or Treaters



Road Closure Barricades Needed

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	PERIOD ENDED 02/28/2023	PERIOD ENDED 02/29/2024
*** Assets ***			
248-000-001-000	CASH IN BANK	435,403.90	377,102.58
248-000-004-000	CASH - IMPREST PAYROLL	3,315.02	(17,072.09)
248-000-005-000	PETTY CASH	300.00	300.00
248-000-026-000	DELINQUENT PPT RECEIVABLE	2,897.13	8,473.39
Total Assets		444,916.05	369,003.88
*** Liabilities ***			
248-000-202-001	ACCOUNTS PAYABLE - MANUAL	8,244.53	8,244.53
248-000-232-000	EMPLOYEE PENSION DEDUCTIONS-DB	2,668.87	0.00
248-000-241-000	FICA TAXES	171.64	194.84
248-000-257-000	ACCRUED PAYROLL	2,266.47	5,010.82
248-000-259-000	ACCRUED HEALTH CARE	744.60	877.49
248-000-285-000	UNEARNED REVENUE	1,264.16	10,375.47
Total Liabilities		15,360.27	24,703.15
*** Fund Balance ***			
248-000-390-000	FUND BALANCE	314,861.00	289,857.89
Total Fund Balance		314,861.00	289,857.89
Beginning Fund Balance		314,861.13	289,857.89
Net of Revenues VS Expenditures		114,694.78	54,442.84
Fund Balance Adjustments		(0.13)	0.00
Ending Fund Balance		429,555.78	344,300.73
Total Liabilities And Fund Balance		444,916.05	369,003.88

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY

PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 02/29/2024 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Dept 001 - REVENUES						
248-001-407-000	PROPERTY TAXES	37,000.00	33,300.17	91.10	3,699.83	90.00
248-001-402-001	PROPERTY TAX CAPTURE - DDA	361,000.00	360,039.53	7,597.13	960.47	99.73
248-001-539-010	STATE GRANTS	10,000.00	7,500.00	0.00	2,500.00	75.00
248-001-573-000	LOCAL COMMUNITY STABILIZATION SHARE-PPT	14,000.00	0.00	0.00	14,000.00	0.00
248-001-665-000	INVESTMENT EARNINGS (LOSSES)	11,000.00	6,735.07	0.00	4,264.93	61.23
248-001-674-005	MERCHANDISE REVENUE	5,000.00	40.00	0.00	4,960.00	0.80
248-001-675-005	CORPORATE DONATIONS	5,000.00	0.00	0.00	5,000.00	0.00
248-001-675-814	EVENT SPONSORSHIPS	20,000.00	7,389.50	0.00	12,610.50	36.95
Net - Dept 001 - REVENUES		463,000.00	415,004.27	7,688.23	47,995.73	
Dept 252 - ACTIVE EMPLOYEE BENEFITS						
248-252-716-000	DENTAL/VISION/LIFE-LTD/RHCS	3,461.00	2,718.53	442.07	742.47	78.55
248-252-716-500	HEALTH CARE COSTS BC/BS	25,682.00	0.00	0.00	25,682.00	0.00
248-252-718-000	RETIREMENT-DB MERS	26,000.00	12,854.40	0.00	13,145.60	49.44
Net - Dept 252 - ACTIVE EMPLOYEE BENEFITS		(55,143.00)	(15,572.93)	(442.07)	(39,570.07)	
Dept 265 - CITY HALL						
248-265-921-100	TRIBUNAL/BOARD OF REVIEW TAX EXPENSE	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 265 - CITY HALL		(2,000.00)	0.00	0.00	(2,000.00)	
Dept 722 - DDA OPERATIONS						
248-722-726-200	INTERNAL SRVC - LABOR & ADMIN	20,000.00	5,000.00	0.00	15,000.00	25.00
248-722-730-000	POSTAGE-PRINTING-MAILING	300.00	0.00	0.00	300.00	0.00
248-722-803-000	MEMBERSHIPS AND DUES	1,100.00	350.00	0.00	750.00	31.82
248-722-807-000	AUDIT SERVICES	1,800.00	0.00	0.00	1,800.00	0.00
248-722-818-205	SECRETARIAL SERVICES	2,000.00	1,050.00	150.00	950.00	52.50
248-722-824-000	LEGAL SERVICES	2,500.00	0.00	0.00	2,500.00	0.00
248-722-853-000	TELEPHONE	600.00	323.37	40.46	276.63	53.90
248-722-865-000	DOWNTOWN BERKLEY PARTNERS NON PROFIT	100.00	0.00	0.00	100.00	0.00
248-722-866-000	SUBSCRIPTION SERVICES	300.00	0.00	0.00	300.00	0.00
248-722-904-000	PRINTING	300.00	0.00	0.00	300.00	0.00
Net - Dept 722 - DDA OPERATIONS		(29,000.00)	(6,723.37)	(190.46)	(22,276.63)	
Dept 724 - SPECIAL EVENTS						
248-724-706-000	DPW WORKERS	1,195.00	1,194.19	0.00	0.81	99.93
248-724-709-000	OVERTIME	108.00	107.71	0.00	0.29	99.73
248-724-715-000	FICA	100.00	98.80	0.00	1.20	98.80
248-724-758-001	BOOKLEY SKELETONS	20,000.00	15,781.00	0.00	4,219.00	78.91
248-724-817-004	DDA - EVENTS	45,000.00	32,495.77	7,440.05	12,504.23	72.21
248-724-817-005	DDA MEDIA	2,600.00	2,532.15	0.00	67.85	97.39
248-724-817-015	HOLIDAY LIGHTS	50,000.00	39,017.04	2,960.04	10,982.96	78.03
248-724-940-000	EQUIPMENT RENTAL	1,700.00	1,600.94	0.00	99.06	94.17
Net - Dept 724 - SPECIAL EVENTS		(120,703.00)	(92,827.60)	(10,400.09)	(27,875.40)	
Dept 726 - MARKETING AND ADVERTISING						
248-726-814-000	WEBSITE	500.00	20.48	0.00	479.52	4.10

REVENUE AND EXPENDITURE REPORT FOR CITY OF BERKLEY
 PERIOD ENDING 02/29/2024

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR MONTH 02/29/2024 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDDT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
248-726-817 002	DOWNTOWN MERCHANDISE EXPENDITURES	3,000.00	326.48		0.00	2,673.52		10.88
248-726-818-000	CONTRACTUAL SERVICES	48,000.00	21,000.00		4,200.00	27,000.00		43.75
248-726-901-000	ADVERTISING/MARKETING	17,800.00	16,194.72		560.00	1,605.28		90.98
248-726-901-001	MAP UPDATE & REPRINT	1,500.00	0.00		0.00	1,500.00		0.00
Net - Dept 726 - MARKETING AND ADVERTISING		(70,800.00)	(37,541.68)		(4,760.00)	(33,258.32)		
Dept 729 - STREETScape & DESIGN								
248-729-818 200	FLOWER BASKET PROGRAM	78,000.00	7,752.51		0.00	70,247.49		9.94
248-729-818-201	PUBLIC ART/PLACEMAKING	40,000.00	14,011.96		1,000.00	25,988.06		35.03
248-729-818-207	PEST CONTROL	500.00	280.00		40.00	220.00		56.00
248-729-972-100	FACADE GRANT INCENTIVE PROGRAM	15,000.00	30,000.00		10,000.00	(15,000.00)		200.00
Net - Dept 729 - STREETScape & DESIGN		(133,500.00)	(52,044.45)		(11,040.00)	(81,455.55)		
Dept 740 - DDA ADMINISTRATION								
248-740 704-000	FULL TIME EMPLOYEES	79,567.00	52,728.76		9,180.72	26,838.24		66.27
248-740-715 000	FICA	6,600.00	6,431.53		695.30	168.47		97.45
248-740-725-000	WORKERS COMPENSATION	336.00	336.00		0.00	0.00		100.00
248-740-728-000	OFFICE SUPPLIES	500.00	241.32		0.00	258.68		48.26
248-740-817 008	BOARD TRAININGS	2,000.00	0.00		0.00	2,000.00		0.00
248-740-960-000	PROFESSIONAL DEVELOPMENT	3,000.00	1,144.72		0.00	1,855.23		38.16
Net - Dept 740 - DDA ADMINISTRATION		(92,003.00)	(60,882.38)		(9,876.02)	(31,120.62)		
Dept 902 - PUBLIC IMPROVEMENT								
248-902-821-001	ENGINEERING - ROBINA PROJECT	0.00	3,801.78		0.00	(3,801.78)		100.00
248-902-972 200	STREETScape IMPROVEMENTS	160,000.00	89,667.24		0.00	70,332.76		56.04
248-902-972-700	BERKLEY PLAZA PROJECT	0.00	1,500.00		1,500.00	(1,500.00)		100.00
Net - Dept 902 - PUBLIC IMPROVEMENT		(160,000.00)	(94,969.02)		(1,500.00)	(65,030.98)		
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		463,000.00	415,004.27		7,688.23	47,995.73		89.63
TOTAL EXPENDITURES		663,149.00	360,561.43		38,208.64	302,587.57		54.37
NET OF REVENUES & EXPENDITURES		(200,149.00)	(54,442.84)		(30,520.41)	(254,591.84)		27.20

DOWNTOWN BERKLEY 2024 EVENTS ROSTER!



retro feel. metro appeal.

Leprechauns Scavenger Hunt	March
Leprechaun Ladies Night Out	March 14
Food Truck Fridays at ArtSpace*	April 5, May 3
Bombshell Treat Bar Grand Opening*	April 19
Record Store Day at Flipside Records*	April 20
Leia's Night Out + Free Comic Book Day	May 4
Memorial Day Ceremony*	May 27
Farmers Markets: Singing In The Sun	June 6, 13, 20, 27
Berkley Art Bash*	June 8
Berkley Pride Block Party	June 23
Farmers Markets: Dog Days of Summer	July 11, 18, 25
Berkley Street Art Fest*	July 13
Hippie Fest at the Farmers Market	August 1
Ladies Night Out: Luau Edition	August 1
Farmers Markets: Back to School Fun	August 8, 15, 22, 29
Berkley CruiseFest*	August 16
Farmers Markets: Fall Fun	Sept 5, 12, 19, 26
County Oakland Irish Fest*	September 14

BOO!KLEY 2024

Skeleton Decorating Sign-Up	August
Skeletons Pick-Up & Drop-Off	Sept. 5, 12, 19, 26
Downtown Skeletons Go Up!	September 28, 29
DIY Skeleton Decorating Party	September 29
Farmers Markets: BOO!KLEY Edition	Oct. 3, 10, 17, 24, 31
Food Truck Fridays at ArtSpace*	October
Zombie Crawl + Restaurant Weekend	October 4-5
Witches Night Out	October 10
Ghost Chase	October 18
BOO!KLEY 5K Run	October 26
Trick or Treat Stroll	October 26
Monster Mash Block Party	October 26
Vampire Blood Drive with Red Cross*	October 29

MerriMonth 2024

Small Business Saturday	November 30
Merry & Bright Shopping Nights	December 5, 12, 19
Holiday Lights Parade*	December 7
Santa Claus at the Gazebo*	December 7
Jolly Trolley Family Shopping Fun	December 14
Santa Claus at the Library	December 15

VISIT DOWNTOWNBERKLEY.COM FOR UPDATES AND DETAILS!

To find out more about these events, visit www.DowntownBerkley.com. More events may join the roster as the year progresses of course, and we'd love your help bringing them to life! We are grateful to the community members whose volunteer support makes these fun activities possible. Listed events with asterisks are amazing, happening in our downtown, and supported by our DDA - but are organized by other organizations or volunteers. Call Executive Director Mike McGuinness at (248) 658-3353 or email him at director@downtownberkley.com



Building Department

3338 Coolidge

Berkley, MI 48072

Phone: (248) 658-3320

Fax: (248) 658-3301

WWW.BERKLEYMICH.ORG

3338 Coolidge Hwy	Location	City Hall Building	Occupant
04-25-17-101-019 Berkley	Brookline Hills 48072 1690		

Issued: 03/25/2024	Applicant
Expires: 10/27/2024	Berkley DDA (Downtown Development Authority) 3338 Coolidge Hwy Berkley MI 48072 (248) 658 3353

Description: Bookley Monster Mash Block Party
 October 26, 2024
 12pm-5pm
 Location: On Coolidge between 12 Mile and Catalpa

Stipulations:

Permit Item	Work Type
-------------	-----------

Failure to abide by the conditions of this permit shall result in immediate closure and violations issued.

The City reserves the right to alter any event if it finds that the event(s) are jeopardizing public safety.

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I am responsible for assuring all required inspections are requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

AN ORDINANCE

**of the City Council of the City of Berkley, Michigan
to Amend Article II of Chapter 130, Vegetation,
of the City of Berkley Code of Ordinances
to Modify Section 130-34, Administration of Article**

THE CITY OF BERKLEY ORDAINS:

SECTION 1: Article II, of Chapter 130 of the Berkley Code of Ordinances, Section 130-34 shall be amended as follows:

ARTICLE II. – TREES, BUSHES AND SHRUBS

Sec. 130-34. Administration of article.

- (a) *Administration.* The city manager or designee has the power to administer this article by adhering to ANSI A300 tree care standards, as amended.
- (b) *Exceptions.* The city manager or designee may grant an exception from the requirements of this chapter when undue hardship will result from strict compliance. In granting an exception, the city may attach whatever conditions they deem necessary to further tree protection. Those seeking an exception shall apply for an exception as prescribed by the city manager or designee, pay fees established in the schedule of fees, charges, bonds and insurance, and provide such additional information as may be required by the city manager or designee.

SECTION 2: Severability Clause

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 3: Penalty

All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500, and/or such other sanctions and remedies as prescribed in Article IX of Chapter 82 of the Code of Ordinances.

SECTION 4: Effective Date

This Ordinance shall become effective 30 days following the date of adoption.

SECTION 5: Publication

The City Council directs the City Clerk to publish a summary of this ordinance in compliance with Public Act 182 of 1991, as amended, and Section 6.5 of the Berkley City Charter.

Introduced on the First Reading at the Regular City Council Meeting on Monday, April 1, 2024.

Adopted on the Second Reading at the Regular City Council Meeting on _____.

Bridget Dean
Mayor

Attest:

Victoria Mitchell, City Clerk

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to approve a contract with Nate Geinzer to provide interim manager services.

Ayes:

Nays:

Motion:



CITY OF BERKLEY
OFFICE OF THE CITY MANAGER
3338 COOLIDGE HWY, BERKLEY, MICHIGAN 48072

MEMORANDUM

To: Mayor Dean and City Council
From: Matthew Baumgarten, City Manager
Date: April 1, 2024
Subject: Interim City Manager & CM Search Process

Madam Mayor and Members of City Council,

As you know, the Ad Hoc Committee has met to review proposals from search firms and resumes of interim City Managers provided by Michigan Municipal Executives. The members of the Ad Hoc Committee met in a publicly noticed meeting to discuss each candidate and come up with a recommendation for council. The entire committee agreed that Nate Geinzer would be the best candidate to fill the interim position, with Susan Montenegro as the second choice.

The remainder of the list of candidates was also shared with the whole of Council. From this list, 5 individuals responded to Mayor Pro Tem Gavin that they were available and interested (Ted Andrezejewski, Clarence Goodlein, D. Wayne O'Neal, Nate Geinzer, and Susan Montenegro). The minutes of the Ad Hoc committee and Mr. Geinzer's proposal are included in the packet for your review.

Our labor attorney worked with Mr. Geinzer to discuss the terms of an agreement and the agreement is included in your packet. This timeline would allow for the interim manager to have about 2 weeks of overlap with me before my last day. Both proposals are included in the packet.

The Ad Hoc committee also reviewed the proposals from search firms and is making the recommendation for GovHR. The entire committee agreed that GovHR was the best candidate to conduct the search for a new, full-time city manager given its vast network, reputation, and particular familiarity with our specific geographic area. The committee also discussed the importance of public participation in the search process for a new city manager and that would be a key discussion point with GovHR should they be approved as the search firm. Jaymes Vettraino of Gov HR will be present at our meeting to answer questions from City Council.

Thank you for your time and consideration on this matter,

Matthew Baumgarten
Berkley City Manager

THE CITY COUNCIL AD HOC COMMITTEE OF BERKLEY, MICHIGAN WAS CALLED TO ORDER AT 5:00 PM ON MONDAY, MARCH 25, 2024 BY MAYOR PRO TEM GAVIN

PRESENT: Mayor Pro Tem Ross Gavin
Councilmember Gregory Patterson
Councilmember Jessica Vilani

OTHER STAFF PRESENT:
City Clerk Victoria Mitchell

APPROVAL OF AGENDA

Councilmember Vilani moved to approve the Agenda with the addition of discussing recommending a firm to conduct the city manager search and discussing recommending an interim city manager.
Seconded by Councilmember Patterson
Ayes: Patterson, Gavin, and Vilani
Nays: None
Agenda approved.

PUBLIC COMMENT

None

Regular Agenda

DISCUSSION: Matter of discussing the recruitment and applicant process to fill the City Manager position.

Mayor Pro Tem Gavin began the discussion regarding goals, timeline, and engagement of the city manager recruitment process.

Discussion followed on the importance of including residents and other city stakeholders, like Council and city staff, in the process along with providing updates to all stakeholders throughout the process.

Types of engaging activities were discussed such as hosting a “speed dating” type event with city manager candidates and city staff.

DISCUSSION: Matter of discussing recommending a firm to conduct the city manager search.

Two firms were discussed – GovHR and Amy Cell Talent.

Councilmember Patterson stated GovHR is a little more expensive, but the firm he prefers.

Councilmember Vilani stated she conducted research on both firms and prefers GovHR

Mayor Pro Tem Gavin also preferred GovHR.

All committee members agreed that GovHR was the best candidate to conduct the search for a new, full-time city manager given its vast network, reputation, and particular familiarity with our specific geographic area.

DISCUSSION: Matter of discussing recommending an interim city manager.

Mayor Pro Tem Gavin stated from the interim manager list provided by Michigan Municipal Executives (MME), only the following potential interim city manager candidates are available and/or interested: Ted Andrzejewski, Clarence Goodlein, D. Wayne O'Neal, Nate Geinzer, and Susan Montenegro.

Councilmember Vilani liked the input Nate Geinzer and D. Wayne O'Neal provided regarding interest and credentials.

Councilmember Patterson said his top candidates are Clarence Goodlein, Nate Geinzer, and Susan Montenegro.

Mayor Pro Tem Gavin stated his top candidates are Nate Geinzer and Susan Montenegro.

Mayor Pro Tem Gavin stated they are looking for more than someone who will just fill a seat. He stated Nate Geinzer has a Berkley connection, experience in Brighton during a tight fiscal situation, and was able to fill staff vacancies while working in Traverse City.

All committee members agreed Nate Geinzer was far and above their top choice. His references were checked and Mayor Pro Tem Gavin said remarks from Traverse City included they loved him and wanted him to stay.

A discussion was held that Nate Geinzer's rate is on the higher end. It was discussed his qualifications seem to warrant that rate.

A discussion took place on whether or not it would be possible to flex Nate Geinzer's time. Maybe reduce hours? No Friday?

They discussed having labor attorney Brandon Fournier negotiate Nate Geinzer's fee and/or hours.

Councilmember Vilani stated reducing the interim city manager's hours is good for the budget, but cautioned we are down department leaders and we may need more hands on deck.

A discussion was held regarding going the retainer route and the level of involvement of the city's labor attorney.

All reiterated Nate Geinzer was their number-one choice. If it was necessary to provide a backup candidate, it would be Susan Montenegro.

Discussion took place regarding when the interim city manager would start. They agreed April 8th would be the best scenario, however any date prioritizing a chance to work with outgoing City Manager Matt Baumgarten is the goal.

Committee members discussed the overall importance of looking at all of the price differentials provided.

ADJOURNMENT:

Councilmember Patterson moved to adjourn the Ad Hoc Committee Meeting at 5:28 p.m.

Seconded by Councilmember Vilani

Ayes: Gavin, Vilani, and Patterson

Nays: None

Adjournment approved.

INTERIM CITY MANAGER
AGREEMENT

THIS AGREEMENT made this 8th day of April 2024, by and between the City of Berkley, a Michigan municipal corporation, of 3338 Coolidge Hwy, Berkley, MI, 48072, (the "City"), and DOUBLE HAUL SOLUTIONS, LLC, a Michigan limited liability company of 502 Hightree Ct., Brighton, Michigan 48116, (if a corporation, state of incorporation) (the "Vendor");

WHEREAS, the City desires to engage the services of the Vendor to furnish technical and professional assistance concerning the project which is described as:

INTERIM CITY MANAGER SERVICES

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Resume of Nate Geinzer
- B. City Manager Job Description
- C. Policy for Defense and Indemnification of Officials and Employees

2. Scope of Services. The Vendor shall provide services exclusively through Nate Geinzer, whose resume is attached hereto and incorporated herein by reference. Vendor shall not subcontract or assign the activities under this Agreement by any other individual in the provision of services. Nate Geinzer shall perform the functions and duties specified in the City Manager Job Description of the City of Berkley, attached hereto and incorporated herein by reference, its Charter, ordinances, and other legally permissible and proper duties and functions of the position of City Manager.

3. Compensation and Method of Payment. The City shall pay to the Vendor and the Vendor agrees to accept as full compensation for services under this Agreement the total monthly retainer of \$15,000 per month, paid bi-weekly (ACH Preferred). Vendor shall not be entitled to any compensation for travel, housing, or other expenses. No retirement, health care, disability, life insurance vacation, sick, military leave benefits or similar benefits will be provided by the City.

Retainer shall be based on an average of 128 hours per month. City understands Vendor has other personal and professional commitments that will require time away from the office. Vendor understands the City's expectation that Vendor will be in the office four days per week, most

weeks, and shall maintain communications with staff and the city when away from the office during normal businesses hours with the exception of emergency circumstances. Vendor will ensure notice is provided to City when absence from the office is expected due to personal or professional reasons, leaving contact instructions and direction to staff prior to absence.

4. Period of Performance. The services to be rendered under this Agreement shall commence on April 8, 2024, for an initial period ending August 12, 2024. Following the initial period of performance, City and Vendor may mutually agree to extend the period of performance on a month-to-month basis, or other mutually agreeable term.

5. Independent Contractor. The relationship of the Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Vendor to be a joint venture.

Notwithstanding the foregoing, the parties agree that Nate Geinzer shall serve as an agent of the City in the role of Interim City Manager and in the performance of all duties attributed to that role under Michigan law and the Charter of the City of Berkley. Upon execution of this agreement, the city will add Nate Geinzer as additional insured on its comprehensive general liability insurance policy and its errors and omission policy, each with a limit of \$5 million per occurrence. It is expressly understood that adding Nate Geinzer as additional insured on these policies is in order to provide defense and indemnification for Mr. Geinzer against any tort, professional liability claim or demand or other legal action consistent with the City's Policy for Defense and Indemnification of Officials and Employees, attached hereto.

6. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Vendor.

7. Disclosure by City Council. Pursuant to 1968 Public Act 317, a City Council with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

8. Workers Compensation Insurance. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this

Agreement.

9. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Standard of Conduct. The Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. The City's Obligation. The City shall provide the Vendor with all information currently available to the City upon request of the Vendor. The City shall further provide access to a suitable laptop, email address, and network access, including remote network access, to Vendor to facilitate the effective delivery of Services.

12. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred.

14. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

15. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

16. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. Qualifications of the Vendor. The Vendor specifically represents and agrees that

its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

18. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

19. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

20. Termination. Due to the nature of the services provided under this Agreement, Vendor serves as the Interim City Manager at the sole pleasure and discretion of the City of Berkley. While either party may terminate this relationship with or without cause, and with or without notice to either party, out of respect to one another, both parties will attempt, to the extent practicable, to give the other party thirty (30) days' notice before terminating the employment relationship. In the event the Agreement is terminated by the City prior to the end of the Initial Period of Performance of _____, 2024, the City shall pay to the Vendor through that date.

21. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

22. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

23. Interpretation. This Agreement shall be governed by the laws of the State of

Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter

and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

24. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County Oakland, State of Michigan.

25. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

26. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

27. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

28. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

29. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

30. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

31. Iran Economic Sanctions Act. The Vendor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq.*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

By _____
_____, Mayor

By _____
_____, City Clerk

VENDOR

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

_____, City Attorney



PROPOSAL: INTERIM CITY MANAGER SERVICES

Prepared by :

Nate Geinzer

248.207.5293

nate@doublehalsolutions.com

www.doublehalsolutions.com



Nate Geinzer
Founder/CEO
Double Haul Solutions
nate@doublehailsolutions.com
doublehailsolutions.com

March 22, 2024

City of Berkley
C/O: Ross Gavin, Mayor Pro Tem
3338 Coolidge Hwy
Berkley, MI 48072

RE: Request for Proposal: Interim City Manager Services

Mayor Pro Tem Gavin and Fellow Committee Members,

Double Haul Solutions (DHS) is pleased to offer the attached proposal for Interim City Manager Services. Executive transitions are difficult – difficult for the staff team, elected officials, and community. Over my nearly 20 years of local government experience, I have managed multiple executive transitions.

First, in the City of Brighton, I had the challenge and opportunity of rebuilding a largely new management team and organizational culture. In addition, the City was faced with difficult financial circumstances. I lead our team's efforts to bring about fiscal stability and renewed infrastructure investment through a series of restructurings and a successful partial Headlee Override.

Second, I served in two interim capacities over the last two years. In the City of Northville, I served as Housing Director, transitioning to a project management role supporting the community through the retirement of their longtime manager. During this time I worked with the Interim City Manager and stakeholder groups to keep multiple projects moving forward.

Most recently I served as the Interim City Manager for the City of Traverse City following a separation with their city manager of over eight (8) years. During my eight (8) month tenure, I worked with staff and elected officials to maneuver multiple highly complex community challenges including filling department head vacancies, managing issues relating to a homelessness encampment, development pressures, community driven lawsuits, multi-national projects like "Fishpass," and more within a difficult political and community environment.

It seems clear my experiences align with many of the circumstances that I understand the City of Berkley to be facing. I am confident that I can support the staff team, elected officials, and the community through this transition. Please do not hesitate to contact me with any questions, or to discuss the City's needs further.

Yours in Service,

A handwritten signature in blue ink, appearing to read 'Nate Geinzer', is written over a light blue circular stamp or watermark.

Nate Geinzer
248-207-5293





Nate Geinzer
Founder/CEO

Double Haul Solutions
nate@doublehailsolutions.com
doublehailsolutions.com

PROFESSIONAL QUALIFICATIONS

Double Haul Solutions (DHS) was founded in 2021 to support communities, organizations, and teams in their organizational and operational efforts to address complex challenges and achieve sought-after successes. Don't let DHS' age fool you. Our firm's origins are traced back over 15 years. Since our company's inception, we have added strategic consultants and advisors who specialize in different domains, such as client engagement, community/economic development, and organizational development. Our core team has well over 100 years of collective experience.

Through our network, DHS customizes project teams based on the unique needs of each client. Our extensive network of professionals includes community builders, labor relations specialists, policy experts, project managers, communication professionals, community engagement strategists, planning and community/economic development professionals, financial strategists, and more. With the necessary skills at our disposal, we can build the right team for the job. We focus on partnering with leaders who share our vision, purpose, and values and are willing to go the extra mile to develop genuine, long-lasting relationships. This approach is what sets us apart from other consulting firms.

The DHS team consists of innovators with new service offerings in the pipeline that will support community and talent development. We strive to identify sustainable solutions to challenges that are yet to be solved and stand to make a positive impact on important priorities at the local, state, and national levels.

DHS embodies the purpose of the double haul fly fishing cast, which helps our clients reach further and cut through the wind of everyday challenges.

ORGANIZATION INFORMATION

DOUBLE HAUL SOLUTIONS
Brighton, MI 48116
248-207-5293 (c)
EIN: 87-2174640
EST: October 2021

PROJECT AND PROFESSIONAL REFERENCES

Richard Lewis, Former Mayor
City of Traverse City, MI

Kristine Bosely, HR Director City
of Traverse City, MI

Chris Forsyth, Deputy County
Administrator
Grand Traverse County, MI

Jim, Muzzin, Former Mayor
City of Brighton, Brighton, MI

Pat Sullivan, Retired City
Manager City of Northville, MI

Joe Bixler, President
The Southside Initiative



FIRM OVERVIEW



VISION

Prosperous, purpose driven communities, organizations, and teams.

PURPOSE

To help clients reach further and cut through the winds of everyday challenges.

VALUES

Authenticity: True to self, true to purpose, and true to values.

Community: Strong communities of employees, customers, and neighbors create environments that foster success and fulfillment.

Collaboration: Success is rarely possible without the support of others.

Diversity: Diversity of heritage, identity, thought, talent, and life experience bolsters opportunity for enrichment strengthening individuals, teams, organizations, and communities.

Leadership: Leadership is about creating conditions and environments that nurture successful outcomes.

Vision: Opportunity is lost, and hazards are missed, when we focus only on what lies ahead and ignore the periphery.

FOUNDER/CEO

Since 2005, Nate Geinzer has been a passionate advocate of community development and local government. From his tenure as a chief executive to his supporting management roles, he has consistently been motivated to foster real connections and offer practical and innovative solutions for the public sector with a vision of creating thriving and purpose-driven communities that benefit both present and future generations.

SERVICE OFFERINGS

- Community Engagement
- Strategic Planning
- Organizational Development
- Project & Program Support
- Economic Development

CLIENT PORTFOLIO

- City of Traverse City, MI
- City of Port Huron, MI
- Village of Lexington, MI
- City of Mount Clemens, MI
- City of Northville, MI
- City of Tecumseh, MI
- City of Morenci, MI
- City of Vassar, MI
- And Growing



CONSULTANT PROFILE

NATE GEINZER, FOUNDER/CEO, DOUBLE HAUL SOLUTIONS



YEARS EXPERIENCE

19

EDUCATION

MASTER OF PUBLIC
ADMINISTRATION –
EASTERN MICHIGAN
UNIVERSITY

BACHELOR OF
SCIENCE, HISTORY &
SOCIAL SCIENCES –
EASTERN MICHIGAN
UNIVERSITY

SPECIAL EXPERTISE

STRATEGIC
LEADERSHIP

COMMUNITY
BUILDING

ENGAGEMENT/
FACILITATION

ECONOMIC
DEVELOPMENT

VISIONING

STRATEGIC PLANNING

BUDGET STRATEGY

Nate launched his local government career in 2005 and quickly found a passion for communities. It is due to this passion and desire to support communities with diverse challenges and needs that he launched Double Haul Solutions in late 2021. Nate has since taught at Oakland University in its Master of Public Administration Program and has partnered with numerous cities/villages including, Traverse City, Northville, Lexington, Tecumseh, and others. Additionally, Double Haul Solutions has partnered with the City of Port Huron and its Southside Neighborhood with community building and economic development efforts including the implementation of a Neighborhood Improvement Authority.

Relevant Consulting Work:

- Village of Lexington, MI – Team Based Village Management Services
- City of Port Huron, MI – Community Building & Engagement, Facilitation, Economic Development, Strategic Planning, Technical Assistance, and Advocacy
- City of Northville, MI – Strategic Project Prioritization Planning, Special Projects, and Grant Assistance
- City of Tecumseh, MI – Staff Retreat Facilitation, Team Building
- City of Mount Clemens, MI – Facilitation of Multi-Year Strategic Plan Update

Relevant Work Experience:

- City of Traverse City, MI – Interim City Management Services
- City of Northville – Interim Housing Director
- Oakland University MPA Program – Lecturer: Local Government Management
- City of Brighton – City Manager
 - Organizational Design, Culture, and Service Improvements
 - Community and Economic Development
 - Downtown Development
 - Fiscal Strategy, Restructuring, and Sustainability
 - Labor Relations
- City of Farmington Hills – Assistant to the City Manager
 - Energy and Environmental Sustainability
 - Community Engagement
 - Community and Economic Development



PROPOSAL: INTERIM CITY MANAGER SERVICES

I. SCOPE OF SERVICES

Introduction:

The City of Berkley seeks to engage the services of an Interim City Manager to provide temporary leadership and management support during the transition period between permanent City Managers. As Interim City Manager, Double Haul Solutions' (DHS) Nate Geinzer will be responsible for maintaining the efficient operation of municipal services, implementing City Council policies, and ensuring continuity of government functions.

Duration of Services:

Interim City Manager services can commence as soon as needed and will continue until the appointment of a permanent City Manager. The duration of services may be subject to extension based on the needs of the City of Berkley. DHS would recommend giving the Interim City Manager a minimum of 60 days to assess the operational needs of the City prior to beginning an executive search process. Should the City determine to proceed with an executive search, DHS would be honored to provide a competitive and value packed proposal.

Duties and Responsibilities:

DHS shall perform the following duties and responsibilities, or those similar services as outlined in the City of Berkley City Manager Job Description and City Charter:

- a. Provide leadership and direction to City departments, staff, and stakeholders.
- b. Implement policies and directives set forth by the City Council.
- c. Oversee the preparation and execution of the City's annual budget.
- d. Ensure compliance with local, state, and federal laws and regulations.
- e. Represent the City in negotiations, meetings, and public events.
- f. Collaborate with department heads to address operational challenges and develop solutions.
- g. Facilitate communication between City departments, elected officials, and the public.
- h. Manage personnel matters, including hiring, termination, and performance evaluations.
- i. Prepare reports, presentations, and recommendations for the City Council.
- j. Address citizen inquiries, concerns, and complaints in a timely and professional manner.
- k. Provide regular updates and briefings to the City Council on City operations and projects.



II. INTERIM CITY MANAGER FEE SCHEDULE

CONSULTING FEES		
SCOPE OF WORK	AMOUNT	INITIAL SELECTED SERVICES
INTERIM MANAGER SERVICES	\$130 per/hour	
RETAINER OPTION (based on 140 hours per month/35 hours per week)	\$17,500 per/month	
CONSULTING SERVICES	\$150 per/hour	

Payment Terms: Net 30 days. Billed bi-weekly. ACH payment preferred.

Reimbursables: Hourly rates for Interim Services through DHS are all inclusive. There will be no extra costs for fringe benefits, conferences, travel, allowances, per diems, etc.

III. NOTICE TO PROCEED

By signing below, I verify that I am a representative of the Client; I agree with the scope of services to be provided and related Fee Schedule. Terms and conditions will be further outlined by an agreement like the attached sample Interim City Manager Services Agreement.

CLIENT:

City of Berkley

CONSULTANT:

Double Haul Solutions

By: _____

By: Nate Geinzer

Its: _____

Its: Founder/CEO



ATTACHMENTS

#1 - Nate Geinzer Resume

#2 - Sample Interim City Manager Agreement



ATTACHMENT #1
NATE GEINZER RESUME



Nate Geinzer

Community Builder | Municipal Strategist & Consultant

COMMITTED TO CULTIVATING THRIVING COMMUNITIES

Throughout my professional journey, I have demonstrated an unwavering dedication to bolstering communities. My approach prioritizes people and emphasizes the revitalization of local spaces.

By guiding municipalities through the intricate paths of governance, I help create budgetary strategies that align with elected priorities, ensure financial stability, and foster resilient and empowered teams. I strive to enhance services, establish strategic partnerships, and secure critical resources to create an environment where local governments can thrive. My passion for inclusive leadership, sustainable progress, and enduring community vitality remains a driving force in my work.

Economic Development
Strategic Planning
Financial Management

Community Engagement
Leadership & Team Building
Change Management

Public Communication
Project Management
Stakeholder Relationship Building
Municipal Consulting

AREAS OF EXPERTISE

WORK EXPERIENCE

Double Haul Solutions, LLC | Founder/Chief Executive Officer

October 2021 – Current

- Administered community engagement services for the City of Port Huron's (pop. 28,983) Southside Neighborhood Improvement Authority, engaging a diverse community and aiding community revitalization strategies which fostered community-driven development for the city's Development and Tax Increment Finance Plan.
- Implement and provide ongoing strategic management services to the Village of Lexington (pop. 1,178), stabilizing operations after 17 managerial transitions over two decades.
- Acted as Interim City Manager for eight months in the City of Traverse City (pop. 15,559), reforming budget processes, initiating pragmatic and actionable capital improvement planning strategies, and worked to proactively fill key leadership vacancies including the Police Chief, City Engineer, and Finance Director/Treasurer, among others.
- Created strategies and partnerships to aid in addressing homelessness within Traverse City working toward the establishment of year-round emergency shelters and additional Permanent Supportive Housing options.
- Led multifaceted projects for the City of Northville (pop. 6,119) which included acting as Interim Housing Director for the Northville Housing Commission overseeing an affordable senior housing facility with over 100 residents.
- Procured nearly \$100,000 in grants for the City of Northville, enhancing stormwater management practices at the historic Mill Race Village site.
- Spearheaded strategic planning initiatives and facilitated team building exercises, fortifying city services and reinforcing cohesion among staff, elected officials, and staff-elected official teams in the City of Mount Clemens (pop. 15,697) and the City of Tecumseh (pop. 8,648).
- Facilitated executive recruitment services for the City of Berkley's (pop. 15,194) Finance Director vacancy.

CONTACT INFORMATION

248-207-5293 | ngeinzer@gmail.com | www.doublehaulsolutions.com

Oakland University | Lecturer**August 2022 – December 2022**

- Crafted and presented instructional material for the graduate course PA 5400 – Local Government Management, fostering active discussions on core service responsibilities, ethics, and leadership expectations.
- Received exceptional student feedback, notably increasing student interest in local government service.

City of Brighton | City Manager**February 2016 – May 2022**

- Served as the Chief Administrative Officer of a full-service municipality and a growing community of approximately 8,000 residents, managing a budget of nearly \$33 million across multiple funds.
- Led a team of 57 employees while successfully navigating a comprehensive organizational transition following the departure of the 26-year manager incumbent, revitalizing the management team and culture, and improving service delivery and fiscal sustainability.
- Spearheaded a customer service overhaul in the Community Development department, fostering strong relationships with the community and developers, resulting in a project pipeline exceeding \$100 million.
- Spearheaded comprehensive organizational and financial strategies, collaborating with the City Council to address pressing fiscal challenges including deteriorating infrastructure, equipment, and unfunded retirement liabilities.
- Orchestrated and implemented a \$17.5 million capital improvement bond program, leveraging favorable municipal bond rates to fortify the city's financial standing and facilitating vital infrastructure investments across diverse city needs.
- Implemented operational strategies, collaborating with stakeholders to address fiscal challenges, resulting in a reduction of approximately \$5.5 million in pension and other post-employment benefit liabilities.
- Secured nearly \$5.0 million in state and federal grants for major street rehabilitation, enhancing city infrastructure.
- Facilitated the development of a comprehensive master plan integrating various city plans, enhancing urban infrastructure and development strategies.
- Established economic development strategies through an expanded partnership with Ann Arbor SPARK, integrating new models into broader regional development initiatives.
- Restructured city budget documents utilizing the ClearGov platform for enhanced user engagement to effectively illustrate the link between finances and city objectives.
- Orchestrated cost-effective strategies amidst the COVID-19 crisis, ensuring uninterrupted service delivery while mitigating financial uncertainties.

City of Farmington Hills, MI**October 2007 – February 2016*****Assistant to the City Manager (2012 – 2016)******Management Assistant (2007 – 2012)***

- Supported the City Manager in policy development and execution for 80,000 community residents and 6,000+ businesses.
- Managed cross-departmental and multi-jurisdictional initiatives, including corridor redevelopment, energy sustainability, and other projects assigned by the City Manager.
- Acted as a primary liaison to residents and businesses, resolving utility-related issues, coordinating projects, and enhancing community engagement and visibility through participation in legislative meetings and events.
- Administered sustainability initiatives, resulting in over \$200,000 in annual savings, positioning Farmington Hills as a statewide leader in sustainability.
- Secured and managed grants exceeding \$1 million and project sponsorships totaling over \$100,000, driving various city initiatives.
- Coordinated \$12 million in facility improvements, including the LEED Gold-certified City Hall Revitalization Project, maintaining uninterrupted public service during construction.

CONTACT INFORMATION

248-207-5293 | ngeinzer@gmail.com | www.doublehaulssolutions.com

City of Berkley, MI | Downtown Development Authority Manager April 2007 – October 2007

- Administered and managed projects for the Downtown Development Authority Board, overseeing diverse initiatives and fostering community development.
- Authored and executed the updated Berkley DDA Development and Tax Increment Financing Plan, driving economic growth and revitalization strategies.
- Engaged in the Main Street Oakland County Mentoring Program, implementing best practices to enhance Berkley's downtown district.

City of Brighton, MI

September 2005 - October 2007

Principal Shopping District Consultant (April 2007 – October 2007)

Planning/Community Development Tech (January 2006 – April 2007)

Student Intern (September 2005 – January 2006)

- Cultivated and strengthened relationships with downtown business and property owners, the Downtown Merchants Association, Chamber of Commerce, and City Council, resulting in cohesive community partnerships.
- Championed the development of a Principal Shopping District (PSD), securing a \$100,000 general fund investment and orchestrating a three-year special assessment that generated over \$70,000 in annual revenue, boosting economic sustainability.
- Spearheaded marketing and promotional efforts to increase foot traffic for downtown businesses through targeted advertising and strategic events.
- Implemented innovative strategies and downtown best practices to increase local business engagement and profitability.
- Collaborated on policy and procedural research contributing to the development of technical reports and budget analyses to ensure efficient resource allocation.

EDUCATION AND TRAINING

- Eastern Michigan University | Master of Public Administration in Public Management
- Eastern Michigan University | Bachelor of Science in Social Science and History
- 13 Ways Inc. | Community Leaders Camp
- Michigan State University | Leadership through Communication Excellence and Critical Conversations
- FEMA National Incident Management System | IS-700, ICS-100, ICS-200, ICS-300, & ICS-400
- Michigan Economic Development Association | Economic Development Basic Course
- International Economic Development Council | Real Estate Development and Reuse
- International City/County Management Association | Emerging Leaders Development Program

PROFESSIONAL AFFILIATIONS AND SERVICE WORK

- International City/County Management Association | 2008 - Present
- Michigan Municipal Executives | 2008 - Present
- Michigan Municipal League Energy, Environment, and Technology Policy Committee | 2012 - 2018
- Economic Development Council of Livingston County | 2016 - 2022
- Brighton Rotary Club | 2016 - 2021

CONTACT INFORMATION

248-207-5293 | ngeinzer@gmail.com | www.doublehailsolutions.com

ATTACHMENT #2
SAMPLE INTERIM CITY MANAGER AGREEMENT



SAMPLE
VENDOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2024, by and between the _____, a Michigan municipal corporation, of _____, _____, _____, (the "City"), and DOUBLE HAUL SOLUTIONS, LLC, a Michigan limited liability company of 502 Hightree Ct., Brighton, Michigan 48116, (if a corporation, state of incorporation) (the "Vendor");

WHEREAS, the City desires to engage the services of the Vendor to furnish technical and professional assistance concerning the project which is described as:

INTERIM CITY MANAGER SERVICES

and the Vendor wishes to furnish such technical and professional service to the City and has represented that the Vendor has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.

- A. Resume of Nate Geinzer
- B. City Manager Job Description
- C. Policy for Defense and Indemnification of Officials and Employees
- D. Schedule of Payments
- E. Timetable for Activities

2. Scope of Services. The Vendor shall provide services exclusively through Nate Geinzer, whose resume is attached hereto and incorporated herein by reference. Vendor shall not subcontract or assign the activities under this Agreement by any other individual in the provision of services. Nate Geinzer shall perform the functions and duties specified in the City Manager Job Description of the _____, attached hereto and incorporated herein by reference, its Charter, ordinances, and other legally permissible and proper duties and functions of the position of City Manager.

3. Compensation and Method of Payment. The City shall pay to the Vendor and the Vendor agrees to accept as full compensation for services under this Agreement the total sum of One Hundred Thirty Dollars and 00/100 per hour (\$130.00 / hour) for up to forty (40) hours per week in accordance with the Schedule of Payments. Vendor shall not be entitled to any compensation for travel, housing, or other expenses. No retirement, health care, disability, life insurance vacation, sick, military leave benefits or similar benefits will be provided by the City.

4. Period of Performance. The services to be rendered under this Agreement shall commence on _____, 2024. Performance shall be in accordance with the Timetable for Activities.

5. Independent Contractor. The relationship of the Vendor to the City is that of an independent contractor and in accordance therewith, the Vendor covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the City or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Vendor to be a joint venture.

Notwithstanding the foregoing, the parties agree that Nate Geinzer shall serve as an agent of the City in the role of Interim City Manager and in the performance of all duties attributed to that role under Michigan law and the Charter of the City of _____. Upon execution of this agreement, the city will add Nate Geinzer as additional insured on its comprehensive general liability insurance policy and its errors and omission policy, each with a limit of \$5 million per occurrence. It is expressly understood that adding Nate Geinzer as additional insured on these policies is in order to provide defense and indemnification for Mr. Geinzer against any tort, professional liability claim or demand or other legal action consistent with the City Commission's Policy for Defense and Indemnification of Officials and Employees, attached hereto.

6. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Vendor to the City, the same amount may be deducted from any sum due to the Vendor under this Agreement or under any other contract between the Vendor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Vendor.

7. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the City may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

8. Workers Compensation Insurance. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Vendor shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

9. Compliance with Regulations. The Vendor shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having

jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Standard of Conduct. The Vendor shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. The City's Obligation. The City shall provide the Vendor with all information currently available to the City upon request of the Vendor.

12. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Prohibition Against Assignment. This Agreement is intended to secure the service of the Vendor because of its ability and reputation and none of the Vendor's duties under this Agreement shall be assigned, subcontracted, or transferred.

14. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

15. Interest of the Vendor. The Vendor represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Vendor's services and duties hereunder. The Vendor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Vendor further covenants that neither it nor any of its principals are in default to the City.

16. Covenant Against Contingent Fees. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. Qualifications of the Vendor. The Vendor specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

18. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

19. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

20. Termination. Due to the nature of the services provided under this Agreement, Vendor serves as the Interim City Manager at the sole pleasure and discretion of the City of _____. While either party may terminate this relationship with or without cause, and with or without notice to either party, out of respect to one another, both parties will attempt, to the extent practicable, to give the other party thirty (30) days' notice before terminating the employment relationship. In the event the Agreement is terminated by the City prior to _____, 2024, the City shall pay to the Vendor a pro-rated amount through that date at the rate of Thirty-Two hours per week.

21. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the City may terminate this Agreement.

22. Delay. If the Vendor is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the City in its sole discretion to be equivalent to the time of such delay. The City may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the City, the Vendor shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the City as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

23. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter

and singular. However, if more than one person or entity joins in this Agreement on behalf of the Vendor, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Vendor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

24. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County _____, State of _____.

25. Freedom of Information Act. The Vendor acknowledges that the City may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the City to release any records or materials received by the City as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Vendor shall not be held liable for any reuse of the documents prepared by the Vendor under this Agreement for purposes other than anticipated herein.

26. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

27. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

28. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

29. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Vendor recommend further work concerning the project, the City is under no obligation to engage the Vendor in such work.

30. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

31. Iran Economic Sanctions Act. The Vendor certifies that it is not an Iran linked business as defined under the Iran Economic Sanctions Act (MCL 129.311 *et seq.*) and will not, during the performance of this Contract, violate the provisions of the Iran Economic Sanctions Act, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

By _____
_____, Mayor

By _____
_____, City Clerk

VENDOR

APPROVED AS TO SUBSTANCE:

By _____
Signature

Name and Title (print or type)

APPROVED AS TO FORM:

_____, City Attorney

April 1, 2024 City Council Meeting

Moved by Councilmember _____ and seconded by Councilmember _____ to authorize the Mayor to enter into a contract with GovHR USA to provide city manager search services.

Ayes:

Nays:

Motion:

Proposal

MARCH 14, 2024



City Manager Recruitment Services

City of Berkley,
Michigan

Submitted by:

MICHELE MORAWSKI

ASSISTANT DIRECTOR, CLIENT SERVICES

630 DUNDEE ROAD, SUITE 225

NORTHBROOK, IL 60062

224.415.3791

mmorawski@govhrusa.com

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Cover Letter



March 14, 2024

Bridget Dean, Mayor
3338 Coolidge Hwy
Berkley, MI 48072
bdean@berkleymich.net

Dear Mayor Dean,

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Berkley, Michigan (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by **advancing and lifting up the communities we serve**.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 630 Dundee Road, Suite 225 Northbrook, Illinois 60062 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to City of Berkley, Michigan. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@govhrusa.com**.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*





Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in **assisting clients to operate more efficiently and effectively.**

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.



MGT FIRM AT A GLANCE

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

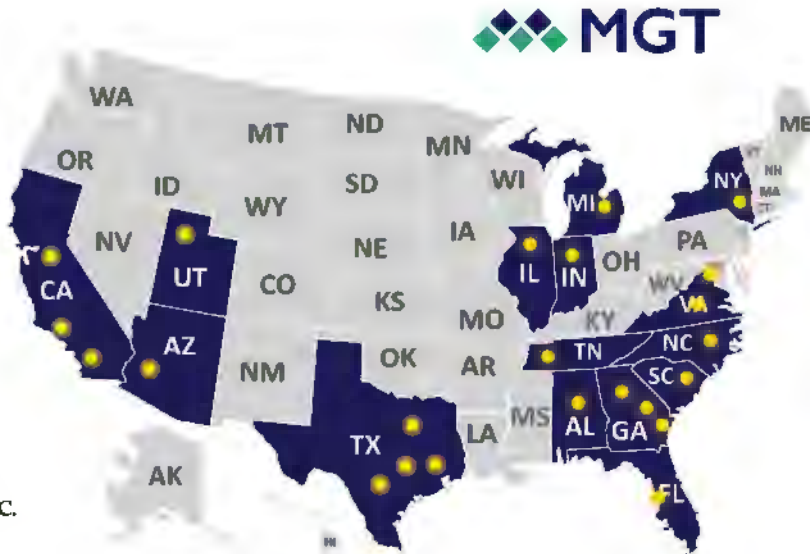
Cooperative Contracts:
 Allied States Cooperative (ASC) #23-7449
 The Interlocal Purchasing System (TIPS) #220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals . With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients’ success. MGT’s corporate office is in Tampa, Florida, with additional offices around the country as shown below.

NATIONAL FIRM LOCAL FOCUS

- Alabama**
Birmingham
- Arizona**
Phoenix
- California**
Sacramento
Riverside
Carlsbad
- Florida**
Tampa HQ
- Georgia**
Savannah
Atlanta
Alpharetta
- Illinois**
Chicago Metro
- Indiana**
Gary
- Michigan**
Bay City
- New York**
NYC
- North Carolina**
Raleigh
- South Carolina**
Columbia
- Tennessee**
Nashville
- Texas**
Dallas
Austin
San Antonio
Houston
- Utah**
Salt Lake City
- Virginia**
Richmond
- Washington, D.C.**



Social Impact Solutions

The MGT Social Impact Solutions team has an impressive track record of providing **customized solutions, objective research, creative recommendations, and quality products** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Social Impact Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (**the nation's leading social impact firm**) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP



Heidi Voorhees
(847) 380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori
(847) 380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

*Impacting
Communities.
For Good.*



Defined by Our Impact

We understand the goals of the City of Berkley, Michigan and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to **lift and strengthen their human resources solutions.**

Part of our success is based upon our **promise to be flexible and responsive.** We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Social Impact Solutions Group responsible for leading the completion of this project.**



Social Impact Solutions

Our Social Impact Solutions team combines Financial Solutions, Education Solutions, Human Capital, Government Consulting, and Diversity, Equity, and Inclusion (DEI) to provide an integrated team with subject matter expertise and the financial acumen to help municipalities, government agencies, schools, districts, state agencies, and colleges and universities perform at their best and thrive.



Technology Solutions

Our Technology Solutions business supports state, local, education, and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security, and strategic IT professional staffing.

Why Choose MGT/GovHR?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.



“We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study.”



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City’s staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Jaymes Vettrano. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A**.

Project Manager & Main Point of Contact



JAYMES VETTRANO

Vice President
847-380-3240 x126
JVettrano@GovHRusa.com

Proposal Inquiries



MICHELE MORAWSKI

Assistant Director
Client Services
224.415.3791
MMorawski@GovHRusa.com



Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING

“The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City’s needs.”

MGT Client Satisfaction Components



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- ◆ One-on-one or group interviews with stakeholders identified by the City.
- ◆ Community forums (in-person or via video) can be used to gather input and feedback.
- ◆ Surveys can be used for department personnel and/or the community to gather feedback.
- ◆ Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$150/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ◆ MGT consultants will personally identify and contact potential candidates.
- ◆ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ◆ Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- ◆ Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- ◆ Candidates will be narrowed down to those that meet the qualification criteria.
- ◆ Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- ◆ MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- ◆ MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- ◆ The City will receive a log of all applicants and may review resumes if requested.
- ◆ Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- ◆ Develop the first and second round interview questions for City review and comment.
- ◆ Coordinate candidate travel and accommodations.

PROJECT APPROACH & METHODOLOGY

- ◆ Provide City with an electronic file that includes:
 - Candidates’ credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Enhanced Verified National Criminal | ✓ Bankruptcy, Leans, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- ◆ Tour of City facilities.
- ◆ Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- ◆ MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- ◆ MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	█	█												
Phase 2: Advertising, Candidate Recruitment, & Outreach			█	█	█	█								
Phase 3: Candidate Evaluation & Screening							█	█	█					
Phase 4: Presentation of Recommended Candidates										█				
Phase 5: Interviewing Process & Background Screening											█	█		
Phase 6: Appointment of Candidate													█	█

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT’s experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT’s GovHR also has a long-standing commitment to DEI. Since the firm’s inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to **RECRUIT** and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



References

A leader in local government recruitment and selection.

More than one-third of the organizations served by MGT’s GovHR have contracted for multiple projects; we feel repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

FERNDALE, MI

DAN JACEY, DIRECTOR OF HUMAN RESOURCES
300 EAST NINE MILE ROAD | FERNDAL, MI 48220
248-546-2378 | DJACEY@FERNDALEMI.GOV

MGT’s GovHR provided recruitment and selection services for the following positions:

- ◆ Community & Economic Development Director, 2022 - Jaymes Vettrano
- ◆ Director of Public Works, 2021 - Jaymes Vettrano
- ◆ Finance Director - Virtual, 2021 - Jaymes Vettrano
- ◆ Fire Chief, 2020 - Jaymes Vettrano
- ◆ City Manager, 2019 - Jaymes Vettrano
- ◆ Downtown Development Authority, Executive Director, 2019 - Jaymes Vettrano



ROCHESTER HILLS, MI

BRYAN BARNETT, MAYOR
1000 ROCHESTER HILLS DRIVE | ROCHESTER HILLS, MI 48309
248-656-4664 | BARNETT@ROCHESTERHILLS.ORG

MGT’s GovHR provided recruitment and selection services for the following position:

- ◆ Network IT Manager - Virtual, 2023 - Jaymes Vettrano
- ◆ Human Resources Director, 2023 - Jaymes Vettrano
- ◆ Human Resources Director, 2021 - Jaymes Vettrano
- ◆ Director of Information Systems - Professional Outreach, 2021 - Jaymes Vettrano
- ◆ Economic Development Director, 2017 - Jaymes Vettrano



TROY, MI

ETHAN BAKER, MAYOR
500 W. BIG BEAVER ROAD | TROY, MI 48084
248-716-4279 | ETHAN.BAKER@TROYMI.GOV

MGT’s GovHR provided recruitment and selection services for the following position:

- ◆ City Manager, 2024 – Jaymes Vettrano
- ◆ City Manager & City Attorney Evaluation Facilitation, 2020/21, 2021/22, 2023 - Jaymes Vettrano
- ◆ Assistant City Manager, 2019 – Jaymes Vettrano
- ◆ City Manager, 2018 - Jaymes Vettrano



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client’s needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL: \$25,000**	

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- ◆ Recruitment brochure interview process
- ◆ Presentation of recommended candidates
- ◆ Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- ◆ **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- ◆ **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- ◆ **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.

Jaymes Vettrano is a Vice President with GovHR and provides municipal management consulting services to communities. His focus is on assisting with employee recruitment, classification/compensation, financial planning, operational management, human resources, community relations, and economic development.



Jaymes started with GovHR in 2016 and has worked on over 100 projects in Michigan, including more than 50 executive searches. In addition to recruitment, he specializes in executive performance evaluation facilitation, strategic planning, and organizational assessment. Blending 17 years experience as a City Manager and nine years of consulting and academic experience, Jaymes facilitates through a combination of professionalism, listening, and humor.

As a faculty member of Rochester University (Rochester Hills, MI) and Chair of the Management and Leadership Department, Jaymes focuses on accelerating RU's development of students that have a passion for working in the public and community service sector.

Prior to starting his consulting service and academic career, Jaymes spent 17 years as a City Manager. Most recently as the City Manager of Rochester, MI, where he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and strengthen its relations with Kutztown University. Jaymes also had the privilege to be the first Manager of Pen Argyl, PA, where he led the community through organizational development initiatives and many grant funded quality of life improvement projects.

Jaymes believes great local communities are the foundation of our lives. Through his facilitative style and technical knowledge of local government, he excels at problem solving and consensus building.

Professional Education, Training, & Instruction

Master of Business Administration in Management, Lehigh University
Bachelor of Science in Political Science, Michigan State University

Professional Development & Speaking Engagements

Published Author, *Local Government Administration in Small Town America*, 2023 by Routledge
Assistant Professor at Rochester University, Rochester, MI
Adjunct Professor at Oakland University, Rochester, MI
Former Adjunct Professor at Alvernia College, Reading, PA

Awards

Most Influential Faculty Award, Rochester University, 2023
Distinguished Faculty Award, Rochester University, 2019
Community Advocacy Award, Rochester Regional Chamber of Commerce, 2018
Selected as one of "Oakland County's Elite 40 under 40", 2015
Outstanding Service Award from Michigan Municipal League, 2013

Memberships and Affiliations

- Board Chair, Dutton Farm (nonprofit organization)
- Board Member, Chief Financial Credit Union
- International City and County Managers Association
- Michigan Local Government Management Association
- Leadership Oakland County
- Pennsylvania Association of Municipal Managers
- American Public Power Association
- Pennsylvania Electric Association



Jaymes Vettrano

Vice President | GovHR, within MGT's Social Impact Solutions

Professional Background

Over 17 Years in Local Government Management and 9 Years Consulting Experience

- Department Chair, Management and Leadership, Rochester University, MI, 2015-Present
- City Manager, Rochester, MI, 2008-2015
- Town Manager, Kutztown, PA, 2003-2008
- Town Manager, Pen Argyl, PA, 1998-2003



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

City Client List (2019 - Present)

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2023	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Dacono	City Manager	2024	6,494
	Englewood	City Manager	2019	34,957
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
Florida	Simsbury	Town Manager	2023	25,517
	Lakeland	City Manager	2020	110,000
Georgia	Ponce Inlet	Town Manager	2022	3,411
	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Crest Hill	City Administrator	2024	21,169
	Decatur	Deputy City Manager	2019	76,178
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	La Grange	Village Manager	2022	15,610
	Lake Barrington	Village Administrator	2022	4,879
	Long Grove	Village Manager	2023	8,153
	McHenry	City Administrator	2023	27,135
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	North Chicago	Chief of Staff	2021
Northbrook		Village Manager	2021	35,000
Northfield		Village Manager	2023	5,400
Oak Brook		Village Manager	2021	8,058
Oak Park		Village Manager	2021	52,000
Oak Park Township		Township Manager	2023	51,774
Orland Park		Village Manager	2019	60,000
Palos Heights		City Administrator (Virtual)	2021	12,480
Pingree Grove		Village Manager	2020	10,000
Pingree Grove		Village Manager	2023	10,000

	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	Willowbrook	Village Administrator	2019	8,967
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Muscatine	City Administrator	2020	23,819
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Fairmont	City Administrator	2024	10,477
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200

Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
Wisconsin	Baraboo	City Administrator	2019	12,048
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Monroe	City Administrator	2020	10,827
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300