



DDA OFFICERS

Mayor Lori M. Stone

Richard Fox, City Controller, Treasurer

DDA MEMBERS

Joseph Vicari, Vice Chair

Gregory Jackson

Nicholas Lavdas

Hank Riberas

Michael Wiegand

Oscar Zamora

Tom Petzold

**A REGULAR IN PERSON MEETING
OF THE
DOWNTOWN DEVELOPMENT AUTHORITY
Wednesday, June 5, 2024, 3:00 p.m.**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
 - Motion to excuse absent members
- 3. ADOPTION OF AGENDA**
 - Motion to adopt agenda
- 4. AUDIENCE PARTICIPATION**
- 5. APPROVAL OF MINUTES (pg. 1)**
 - Motion to approve the May 1, 2024 DDA meeting minutes
- 6. OLD BUSINESS**
- 7. NEW BUSINESS (pg. 4)**
 - A. Dog Park Internet for Gate Access – Wow! Business (Anthony Casasanta [pg. 4])**
 - Motion to approve funding for dog park internet for gate access from WOW! Business with the amount not to exceed \$810.00
 - B. 2024 Birthday Bash Carnival Agreement – Anderson Midways, LLC (Tom Bommarito) [pg. 6])**
 - Motion to approve 2024 Birthday Bash Carnival Agreement between Anderson Midways, LLC and City of Warren Downtown Development Authority.

C. 2024 Fireworks Display – Zambelli (Mary Michaels [pg. 16])

- Motion to approve resolution and agreement to hire Zambelli Fireworks Manufacturing Co., to furnish, deliver, launch, and exhibit fireworks for the City of Warren Birthday Bash with the amount not to exceed \$27,000.00.

D. DDA City Buildings ADA Improvements – HRC (Tina Gapshes [pg. 26])

- Motion to hire HRC for DDA City Buildings ADA Improvements in the amount of \$118,002.00

E. City of Warren Parks ADA Compliance Transition Plan – NFE (Tina Gapshes [pg. 35])

- Motion to hire Nowak & Fraus Engineers for accessibility consulting services for the City of Warren Parks ADA Compliance Transition Plan in the amount of \$170,000.00.

F. City Hall Parking Garage and Clock Tower Joint Repairs – AEW (Tina Gapshes [pg. 40])

- Motion to hire AEW for Professional Services regarding City Hall Parking Garage and Clock Tower Joint Repairs in the amount of \$ 42,075.00.

G. Furnish & Install Exterior Lights for City Hall – Great Lakes Power & Lighting, Inc. (Jeff Reeves [pg. 44])

- Motion to hire Great Lakes Power & Lighting, Inc. to furnish & install exterior lights for City Hall in the amount of \$ 94,322.83.

H. FY2025 Budget Resolution for DDA (Mark Knapp [pg. 51])

- Motion to approve resolution and council adopted budget for fiscal year 2025.

I. Purchase of 8777 Common Rd. (Tom Bommarito [pg. 59])

- Motion to purchase 8777 Common Rd. with the amount not to exceed 1.4 million plus closing cost, contingent on the attorney's negotiations of the purchase agreement and council's appropriation approval.

J. Fire Stations 1 & 5 - Brivar (Craig Treppa [pg. 83])

- Motion to increase award to Brivar, not to exceed amount of \$1,233,517.89 for the construction of Fire Stations 1 and 5.

K. Standard Horticulture Service June 2024 – Planterra (Tom Bommarito [pg. 192])

- Motion to approve funding for the June 2024 horticulture services through Planterra in the amount of \$346.81.

8. APPROVAL OF THE LIST OF BILLS (pg. 193)

- Motion to Approve the June 5, 2024 List of Bills

9. GOOD OF THE ORDER

10. Next DDA Regular Meeting is scheduled for Wednesday, July 10, 2024, at 3:00 PM.

11. ADJOURNMENT

- Motion to Adjourn

DDA, TIFA, CED, CDBG and Brownfield

CITY OF WARREN
DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES OF THE BOARD

Meeting held on May 1, 2024

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, May 1, 2024.

Present:

Mayor Lori M. Stone
Oscar Zamora
Michael Wiegand
Hank Riberas
Joseph Vicari

Absent:

Nicholas Lavdas
Gregory Jackson
Tom Petzold

1. Call to Order

Mayor Lori Stone called the meeting to order at 3:15 pm.

2. Roll Call

Mayor Lori Stone took roll call of present members.

3. Adoption of Agenda

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Riberas, to adopt the May 1, 2024 agenda.

No opposition, the motion passed

4. Approval of Minutes (April 10, 2024)

MOTION:

A motion was made by Mr. Riberas, supported by Mr. Zamora, to approve the minutes for the January 10, 2024 DDA meeting.

No opposition, the motion passed

5. Old Business

None

6. New Business

A. ADA Braille Signs – Signarama (Jeff Reeves [pg. 10])

Mr. Reeves reported that we are looking to hire Signarama to create and install ADA braille signs at City Hall and the Police Department. The total cost for this project would be \$4,882.50. Additionally, we're seeking approval to release a security deposit of \$1,467.25, which is part of the total amount and not an additional expense. Mr. Reeves stated Signarama has done work for us in the past and are familiar with ADA standards.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Vicari, to hire Signarama to produce and install braille signs at City Hall and the Police Department in the amount of \$4,882.50 and to release the security deposit in the amount of \$1,467.25 (part of the total, not additional) upon approval of this item.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Vicari	Yes
Mr. Riberas	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

B. ADA Transition Plan – HRC (Tina Gapshes [pg. 15])

Mr. Bommarito presented to the board our proposal to engage HRC for developing a comprehensive ADA Transition Plan for the City of Warren. Mayor Stone also suggested including Civic Center South in this plan, to which Mr. Bommarito assured he would incorporate.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Riberas, to hire HRC for City Buildings ADA Transition Plan Proposal in the amount of \$22,161.04

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Riberas	Yes
Mr. Wiegand	Yes

Mr. Zamora Yes
Mayor Stone Yes

No opposition, the motion passed

8. List of Bills

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Vicari to approve the May 1, 2024 list of bills.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora Yes
Mr. Wiegand Yes
Mr. Vicari Yes
Mr. Riberas Yes
Mayor Stone Yes

No opposition, the motion passed

9. GOOD OF THE ORDER

Mr. Bommarito enthusiastically announced the upcoming Spring Park Clean-Up scheduled for this Saturday, May 4, 2024, inviting everyone to participate. Additionally, he shared details about the exciting Cruisin 53 event set for June 2, 2024. Mayor Stone then added to the excitement by announcing the Skilled Trades Fair taking place on May 16, 2024, promising a fantastic array of opportunities for everyone to engage with.

10. Next DDA Regular Meeting is scheduled for Wednesday, June 5, 2024, at 3:00 PM, in the City Hall 1st Floor Conference Room.

11. ADJOURNMENT

MOTION:

A motion was made by Mr. Riberas, supported by Mr. Zamora, to adjourn.

The May 1, 2024 DDA meeting adjourned at 3:35 pm.

X

Thomas Bommarito
DDA Director

X

Lori M. Stone
Mayor

DEPARTMENTAL REQUEST FOR DDA FUNDING

PROJECT NAME AND DESCRIPTION –

Burdi / Dog Park Internet for Gate Access

DESCRIBE HOW PROJECT FITS INTO DDA PLAN –

The dog park is located within the DDA and the DDA has provided funding for this in the past.

AMOUNT REQUESTED AND PERCENTAGE OF TOTAL PROJECT –

WOW internet service of \$100.98 per month

LIST ANY POTENTIAL CHANGES –

N/A

TIMELINE OF PROJECT –

WHO WILL MANAGE PROJECT –

The Parks & Recreation Department

DEPARTMENT HEAD SIGNATURE

Anthony Casamento

CONTROLLER'S OFFICE APPROVAL AND ACCOUNT TO BE USED



Internet • Phone • Enterprise

Contact Information:
Customer Service & Billing: 1-888-989-4249
Chat: www.wowforbusiness.com/contact-us
Customer Service Hours:
Technical Support (24 hours a day)
Billing Support (Mon-Fri 7:00am to 5:00pm CST)

Account Name City of Warren Dog Park
Account Number 020333402
Statement Code 001
Customer Phone (586) 258-2046
Billing Date May 7, 2024

NEWS AND INFORMATION

Did you know you can chat with an agent on our website? Save yourself a phone call. Visit wowforbusiness.com/contact-us.



ACCOUNT SNAPSHOT

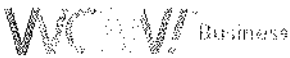
Balance Forward \$0.00
New Charges Summary - See Below \$100.98
Total Amount Due \$100.98
Payment Due Date 05/25/24

NEW CHARGES SUMMARY

WOW! Service Charges \$100.98
Total New Charges \$100.98

Welcome to WOW! Business. You can reach us at wowway.biz or 1-888-969-4249. Thank you for the opportunity to serve you.

PLEASE NOTE: Payments that are not received by the due date are subject to a \$10.00 Late Fee.



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CAROL STREAM, IL 60197-4350

To pay by phone, call 1-888-969-4249.
To pay online, visit wowforbusiness.com.

Please detach and enclose this coupon with your payment.

Do not send cash. Make checks payable to WOW! Business.

Account Name City of Warren Dog Park
Account Number 020333402
Customer Phone (586) 258-2046
Billing Date May 7, 2024

Total Amount Due \$100.98
Payment Due Date 05/25/24

AMOUNT ENCLOSED..... \$ []

71 2 AB 0.544
*****AUTO**ALL FOR AADC 480 152271 285 1



CITY OF WARREN DOG PARK
5460 ARDEN AVE
WARREN MI 48092-4377

000071

WOW! BUSINESS
PO BOX 4350
CAROL STREAM, IL 60197-4350



00101001001020333402920010098



CITY ATTORNEY'S OFFICE

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

May 21, 2024

Mr. Tom Bommarito
Downtown Development Authority Director
City of Warren

**Re: Proposed Resolution to Approve 2024 Birthday Bash
Carnival Agreement Between Anderson Midways, LLC
and City of Warren Downtown Development Authority**

Dear Mr. Bommarito:

Attached please find the above-noted resolution to approve carnival agreement for rides and attractions at the 2024 Warren Birthday Bash, to be held August 22-25, 2024.

Anderson Midways, LLC will pay thirty percent (30%) of the gross receipts derived from all amusement rides and inflatable amusements, and be responsible for water usage and extra security, if needed. The DDA will supply the dumpster and port-a-johns.

If acceptable, please forward the proposed resolution and corresponding agreement to the DDA for consideration at its meeting on Wednesday, June 5, 2024. Anthony Casasanta, Acting Director of Parks and Recreation, will be available to present additional information on the upcoming event.

Respectfully,

A handwritten signature in black ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

MM/vlt Ltr to T Bommarito re Proposed Resolution to Approve 2024 Birthday Bash Carnival – Anderson Midways ID 105682

Attachments

cc: Anthony Casasanta, Acting Director of Parks and Recreation
Casey Kyewski, Events and Sports Supervisor

**RESOLUTION APPROVING 2024 WARREN BIRTHDAY BASH
CARNIVAL AGREEMENT WITH ANDERSON MIDWAYS, LLC**

At a regular meeting of the City of Warren Downtown Development Authority, County of Macomb, Michigan, held on Wednesday, June 5, 2024, at 3 p.m., Eastern Daylight Savings Time in the Warren Civic Center, Warren Conference Room, First Floor Conference Center, One City Square, Warren, Michigan

PRESENT: Board Members: _____

ABSENT: Board Members: _____

The following preamble and resolution were offered by _____ and supported by _____.

The City of Warren Downtown Development Authority (DDA) will be organizing a community event, known as the 2024 Warren Birthday Bash, to be held August 22 to August 25, 2024 (the Event).

The Director of Parks and Recreation is recommending that Anderson Midways, LLC (Midways) provide the amusement rides, games, novelties, and concessions (Attractions) at the Event, consistent with the attached agreement.

Midways has the qualifications and experience to provide carnival attractions and will pay the DDA 30 percent of its proceeds on all rides and inflatable attractions.

THEREFORE, IT IS RESOLVED that the City of Warren Downtown Development Authority authorizes the DDA Chair and DDA Secretary to execute an agreement with Anderson Midways, LLC for Attractions at 2024 Warren Birthday Bash, in such form that meets with the satisfaction of the City Attorney.

AYES: Board Members: _____

NAYS: Board Members: _____

RESOLUTION DECLARED ADOPTED this 5th day of June, 2025.

Lori M. Stone, Chairperson
Downtown Development Authority
City of Warren

CERTIFICATION

I, Tom Bommarito, Director/Secretary of the City of Warren Downtown Development Authority, Macomb County, Michigan, certify that the foregoing is a correct copy of the resolution adopted by the City of Warren Downtown Development Authority at its meeting held on June 5, 2024.

Tom Bommarito Director/Secretary
Downtown Development Authority
City of Warren

ID 105685

**2024 WARREN BIRTHDAY BASH CARNIVAL AGREEMENT
BETWEEN ANDERSON MIDWAYS, LLC AND
CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY**

This Agreement ("Agreement") is made this _____ day of _____, 2024, between Anderson Midways, LLC, ("MIDWAYS"), a Michigan limited liability company, whose address is 4580 M-61, Standish, Michigan 48658 and the City of Warren Downtown Development Authority, a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093 (the "DDA").

A. MIDWAYS is in the business of producing and furnishing carnivals, which include amusement rides, attractions, exhibitions and food concessions and other direct sales novelty items ("Attractions").

B. The DDA is sponsoring a community event known as the Warren Birthday Bash, to be held from August 22 to 25, 2024 ("the Event").

C. MIDWAYS is willing to provide Attractions for the Event, and other services as provided in this Agreement, and the DDA is willing to accept the services and Attractions of MIDWAYS, subject to the terms of this agreement.

THEREFORE, in consideration of the mutual promises and covenants of the parties, as set forth in this document, the parties, MIDWAYS and the DDA, agree as follows:

1. MIDWAYS agrees, at its sole cost, to furnish, deliver, install, assemble, exhibit, operate, supervise and dismantle and remove Attractions for or from the Event, in accordance with this Agreement. The Attractions shall include, without limitation, large adult Carnival rides, children's Carnival rides, inflatable amusements, Confections, Games and Direct Sales. MIDWAYS and the DDA, through the City of Warren Parks and Recreation Director (the Director), will determine the actual quantity of Attractions, provided, however MIDWAYS agrees to provide a minimum of 18 Carnival Rides ("Carnival Rides"), consisting of nine (9) adult Carnival Rides, and nine (9) children's Carnival Rides. The Confections shall include popcorn, caramel corn, cotton candy, candy apples, snow cones, soft drinks, lemon shakes, drinks, fudge candy, waffles, elephant ears, French fries, doughnuts, pizza, sausage, dog on a stick, foot long hot dogs, and hamburgers. Direct Sales shall include, without limitation, the retail sale of jewelry, novelties, and small goods. MIDWAYS agrees that all Direct Sale goods or novelties will be appropriate for children, and are subject to the advance approval of the Director. MIDWAYS also agrees and understands no live animal, including, without limitation, bunnies, or other animal, fish, amphibian, or insects, shall be sold, offered or given away, whether as a prize, pay-out or token, except with advance notice and permission of the Director.

2. MIDWAYS will provide the Attractions at the Event which will take place from August 22 to 25, 2024 during daytime and evening hours each day, to be determined by the parties prior to the Event. The Event will close by 11 p.m. each day. The DDA representative who will be responsible for the coordination and general administration of the Event for the DDA is the City of Warren Director of Parks and Recreation ("the Director"). The Event will take place on that part of property known as the Civic Center Area/City Square Park, surrounding One City Square, Warren, Michigan, within the Carnival Grounds, as generally depicted in Exhibit A, and as otherwise designated within or around such area by the Director. MIDWAYS is familiar with the property and agrees that it is suitable for purposes of performing its activities and obligations under this Contract.

3. All Attractions must be safe and suitable for exposure to and/or use by families, and no prurient, offensive materials or displays shall be permitted. Any Attraction, material or display deemed offensive or unsafe in the sole discretion of the City of Warren Parks and Recreation Director must be immediately removed. Failure to do so may result in the Director removing the Attraction and assessing costs to MIDWAYS, or other remedies, which may include shutting down all Attractions. The Carnival Rides must be licensed by the State of Michigan, and any other Vendor or Attraction requiring a license must be licensed and qualified. MIDWAYS will hire employees and/or engage vendors or contractors who are fully qualified to perform work or provide services at the Event, and licensed by or otherwise identified to the State of Michigan.

4. MIDWAYS will provide the Director with a complete listing of the quantity, types and description of Carnival Rides, Games, Confections, and/or Direct Sales (Attractions) at least two weeks prior to the Event. After such submission to and acceptance from the Director, any changes to an Attraction must be approved in advance by the Director. In his or her sole discretion, the Director may reject any of the Attractions, and request that it be replaced or eliminated. Acceptance of an Attraction prior to the Event will not waive the Director's right to reject an Attraction at the Event if it is deemed offensive, unsafe or otherwise deemed unsuitable for family entertainment. Upon rejection, MIDWAYS is responsible for its prompt removal and replacement with a mutually agreeable Attraction, at its cost.

5. MIDWAYS agrees to provide Attractions that are safe, licensed by the State of Michigan. MIDWAYS agrees to perform its obligations under this Agreement, and to assemble, operate, inspect and maintain all Attractions, in strict compliance with all applicable laws, regulations and rules of the State of Michigan. MIDWAYS will provide sufficient personnel who are fully trained, competent and qualified to install, erect, inspect and operate the Attractions. MIDWAYS understands that at all times during the Event, MIDWAYS must be licensed and in good standing with the State of Michigan. The employees hired to operate the Attractions must be disclosed to the State of Michigan in accordance with the licensing requirements, and must otherwise be qualified and capable of performing their services. The rides and devices must comply with the Carnival and Amusement Safety Rules promulgated by the Department of Licensing and Regulatory Affairs. MIDWAYS will perform a safety inspection all rides and device prior to their operation each day.

6. MIDWAYS assumes all risk of damage and theft for its equipment, rides, materials, and Attractions, at all times, both during and after Event hours, notwithstanding any police security provided by the DDA or City of Warren. Although the City of Warren will furnish routine police patrol during Event hours, if unusual crowd-control conditions or circumstances arise, the DDA reserves the right to charge to MIDWAYS the actual cost for reinforced patrol. MIDWAYS remains responsible for furnishing security of the equipment, vehicles, Attractions, belonging to MIDWAYS, or its employees, vendors, contractors or agents, during Event and non-Event hours, and for added patrol during the Event that may be required due to unusual crowd issues, circumstances or need, and as otherwise requested by or arranged for by the Director. MIDWAYS understands the DDA owes no duty or liability for criminal activity notwithstanding its routine patrol, as MIDWAYS understands that MIDWAYS is responsible for the safety, protection, theft or loss of, or damages to, all Attractions, vehicles, rides, merchandise, goods, items and equipment notwithstanding the routine patrol provided by the DDA or City of Warren. Should MIDWAYS retain any private security services, the names and identification of any such security personnel shall be provided to the Director prior to the commencement of service on Site.

7. The DDA grants to MIDWAYS the exclusive privilege to offer Carnival Rides, provided however, the remaining privileges under this Agreement are non-exclusive. The DDA reserves the right to furnish musical performances and entertainment, which may be exhibited free of charge at the Event, and other attractions, such as exhibits, tents, a petting zoo, and food or beverage concessions, and may otherwise use and occupy the Carnival Grounds during the Event hours.

8. MIDWAYS agrees to pay to the DDA the sum equal to Thirty Percent (30%) of the total gross receipts of admission fees for all rides and inflatables, if any. MIDWAYS shall also pay for water charges for its usage of water in connection with the Event and extra patrol services provided by the City of Warren. Any federal, state or city amusement and/or sales tax are not to be considered gross income before computing the sums due to the DDA. MIDWAYS shall provide the Director with a full accounting of all sales, and pay such sum at the conclusion of the Event on the last day, August 25, 2024. Upon request of the Director, MIDWAYS will provide an accounting of all attendance, usage and sales for all Attractions. The City will provide port-a-johns on the Site during the Event.

9. MIDWAYS, and its subcontractors, shall keep in effect, at their sole cost, insurance coverage for bodily injury and property damage, including products liability, which insurance in the following types, limits, and shall comply with the following standards, unless other arrangements for adequate substitutes are made with the Director of Parks and Recreation, with approval of the City of Warren Risk Manager:

Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.

Comprehensive Commercial General Liability Insurance

\$1,000,000 per occurrence

\$2,000,000 General Aggregate for Bodily Injury and Property Damage

The policy 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. Coverage for X, C and U Hazards

Comprehensive (Non-owned and Hired) Commercial Motor Vehicle Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Inland Marine Insurance

Employer's Practices Liability Insurance

Excess Liability

\$2,000,000 each occurrence

These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with all requirements of this section. All insurance policies and certificates must include a provision providing five (5) days prior written notice to the DDA of cancellation, material change or reduction of coverage, and a waiver of subrogation, and all policies shall be

primary, and non-contributory with or in excess of coverage that the City of Warren may carry. MIDWAYS is responsible for payment of any deductible.

The insurance shall name as an additional insured, the City of Warren Downtown Development Authority, City of Warren, City of Warren Building Authority and 37th Judicial District Court, and their officers, employees, members, agents, boards and commissions.

The insurance limits shall in no way limit MIDWAYS' obligations to provide indemnification for damages or injuries in excess of such coverage.

10. As part of the consideration, MIDWAYS will provide 100 wristband vouchers prior to the start of the Event. The DDA will furnish discount coupons applicable during certain periods and days, subject to agreement between MIDWAYS and the Director on the specifics of the discount. MIDWAYS will honor the discount, without seeking any reimbursement or credit from the DDA.

11. Indemnity. MIDWAYS, for itself, its officers, employees, contractors, and agents, at its sole cost, shall indemnify, defend and hold harmless the City of Warren, the City of Warren Downtown Development Authority, and the 37th Judicial District Court, and their officers, employees, members, agents, commissions and boards (Indemnified Parties) for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) and/or any personal injury, including death, and/or damaged or lost property, arising out of or related to the performance of this Agreement, the use of the property, the streets of the City of Warren or DDA, whether caused in whole or in part by MIDWAYS or any of its directors, exhibitors, employees, volunteers, agents, invitees, guests, contractors, or subcontractors, vendors or sub-exhibitors. MIDWAYS also agrees, for itself, its contractors, employees, vendors, exhibitors, agents and/or guests and invitees to hold the Indemnified Parties harmless and not responsible for any loss, theft, burglary, damage, fire, casualty to any possessions, personal property, property of any kind, including but not limited to equipment, supplies, prizes, merchandise, exhibits, rides, any attraction or property connected with the performance of this Agreement, including any vehicles of MIDWAYS, or any of its exhibitors, sub-exhibitors, employees, promoters, guests, invitees or contractors. MIDWAYS' obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation, and by otherwise incurred in the set-up, installation, dismantling, performance and/or operation of the Attractions and other equipment or exhibits used or operated in connection with the Event or performance of this Agreement. The indemnification obligations do not apply to sole gross negligence of the DDA.

MIDWAYS shall replace or repair any property of the DDA, City of Warren or of any third party, damaged or lost or destroyed by MIDWAYS, or any of its contractors, exhibitors, employees or agents, or guests or invitees, including any damage to the parking areas, except in the case of damage to parking areas directly attributed to inclement weather.

The obligations of this Section shall survive termination of the agreement, and apply regardless of whether the claim is covered by MIDWAYS' insurance policies.

12. MIDWAYS is responsible for keeping the Carnival Grounds clean during the Event and for removing litter, and for paying for water charges attributed to MIDWAYS' water usage. The City will provide adequate porta-johns, and trash dumpsters. MIDWAYS shall be responsible for all clean-up after the Event, and shall have all Attractions, vehicles, trucks, items, debris and litter removed from the Carnival Grounds and all related areas where such

vehicles, Attractions and trucks were located, within four days of the Event. In the event any items, trucks, Attractions or debris remain, the DDA may remove them, and assess all costs to MIDWAYS. MIDWAYS shall be responsible for all costs associated with transportation, storage, insurance and clean-up, personnel, and materials, and compliance with other obligations under this Agreement.

The parking areas for vehicles of MIDWAYS, or its employees, vendors, exhibitors, and contractors for the duration of the Event, will be arranged by the Director, at a site mutually agreeable to the Director and MIDWAYS.

MIDWAYS agrees to be responsible for security of its own equipment, vehicles, Attractions, employees and invitees, and will be responsible for any damages or loss of or to all equipment, materials and/or vehicles of MIDWAYS, or its employees, exhibitors, vendors, contractors, or agents.

13. The Event shall take place within portions of the Civic Center Area surrounding One City Square, Warren, Michigan, as depicted on the map attached as Exhibit A, which MIDWAYS has inspected and finds suitable for the Attractions. The Attractions shall be installed and operated upon a portion of that area mutually agreed upon by MIDWAYS and the Director of Parks and Recreation, referred to in this Agreement as the Carnival Grounds.

14. MIDWAYS shall be responsible for procuring all State of Michigan licenses, permits and approvals to operate and maintain the Attractions. The DDA will be responsible for any local zoning approvals and securing an acceptable location for MIDWAYS to park overnight its trucks involved in transporting the Attractions for the Event, the DDA does not ensure the safety and security of the parking area, and MIDWAYS is responsible for the protection of all vehicles.

15. This contract shall be deemed made in the State of Michigan and shall be construed in accordance with the laws of the State of Michigan. The parties agree and consent to the jurisdiction of a court located in and whose jurisdiction includes the County of Macomb, Michigan to decide all disputes regarding this Contract.

17. Each party shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, riots, war (whether or not declared or whether or not the United States is a member), or other act of God.

18. This Agreement constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties, except as otherwise arranged with the Director on matters authorized under this Agreement.

19. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed to the parties below. Notices of an administrative nature such as billing, scheduling, parking arrangements, event logistics, may be delivered by e-mail to the respective parties' Contacts at their e-mail addresses below:

Anderson Midways, LLC
Peggy Anderson
4580 M-61
Standish, Michigan 48658
Contact:
Peggy Anderson
Pja1a@yahoo.com

DDA:
Tom Bommarito
One City Square
Warren, Michigan 48093
Contact ("Director")
Anthony Casasanta
acasasanta@cityofwarren.org
and – Director Designee
Casey Kyewski

20. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

21. The Event and all of MIDWAYS' and its employees, contractors, agents and vendors' use and occupation and activities upon the Civic Center Area, lease area and other public property are subject to the police powers of the DDA and City of Warren to protect the public health, safety and welfare.

22. This agreement will be effective on the date of the last party's signature.

IN WITNESS, the parties execute this Contract, in duplicate, effective the date of the last party to sign.

Witnessed by:

ANDERSON MIDWAYS, LLC:

By: _____

Peggy Anderson

Its: Managing Member

Dated: _____

CITY OF WARREN DOWNTOWN
DEVELOPMENT AUTHORITY:

By: _____

Lori M. Stone, Mayor

Its: Chairperson

Dated: _____

By: _____

Tom Bommarito

Its: Director/Secretary

Dated: _____

ID



CITY ATTORNEY'S OFFICE

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

June 3, 2024

Mr. Tom Bommarito
Acting DDA Director
City of Warren

Re: Proposed Resolution Accepting Proposal and Approving Agreement with Zambelli Fireworks Manufacturing Co., for 2024 Fireworks Display

Dear Mr. Bommarito:

Attached is a proposed resolution and corresponding agreement for the 2024 Warren Birthday Bash fireworks exhibit on Friday August 24, 2024.

Under the Agreement, Zambelli Fireworks Manufacturing ("Zambelli") will produce and operate the Birthday Bash fireworks display for the amount of \$27,000.00. General Motors LLC will permit the fireworks to be launched from the Tech Plaza campus, under a license agreement with Zambelli.

The proposed contract provides for one alternate rain date of Saturday, August 25, 2024. Please be advised that if the fireworks cannot be launched August 24 nor August 25, another exhibit may be rescheduled within a six months for an additional 25% to cover the rescheduling costs. If the fireworks are canceled before August 25, the DDA will be charged a cancellation fee from 10 percent to 50 percent of the fee, based upon the date of the cancellation notice.

Zambelli has provided safe and successful fireworks exhibits in the past. Acting Parks and Recreation Director Anthony Casasanta or Events and Sports Supervisor Casey Kyewski will be at the DDA meeting to discuss the proposal. If acceptable, please submit the documents to the DDA Board for its consideration on June 5, 2024.

Respectfully,

A handwritten signature in blue ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

cc: Anthony Casasanta, Acting Parks and Recreation Director
Casey Kyewski, Events and Sports Supervisor
Mark Knapp, Assistant Controller

RESOLUTION ACCEPTING PROPOSAL AND APPROVING 2024 FIREWORKS AGREEMENT WITH ZABELLI FIREWORKS MANUFACTURING COMPANY

At a regular meeting of the City of Warren Downtown Development Authority, County of Macomb, Michigan, held on Wednesday, June 5, 2024, at 3:00 p.m., Daylight Savings Time in the Warren Civic Center, Warren Conference Room, First Floor Conference Center, One City Square, Warren, Michigan.

PRESENT: Board Members _____

ABSENT: Board Members _____

The following preamble and resolution were offered by _____ and supported by _____:

The City of Warren Downtown Development Authority is sponsoring a community fireworks exhibit on Friday, August 24, 2024, as part of the Warren Birthday Bash celebration.

Zambelli Fireworks Manufacturing Company ("Zambelli") submitted a proposal to launch the fireworks display for the sum of \$27,000.00. A copy of the proposal is attached.

The Parks and Recreation Director is recommending acceptance of the proposal from Zambelli.

THEREFORE, IT IS RESOLVED, that the City of Warren Downtown Development Authority accepts the Proposal of Zambelli to provide a fireworks exhibit at the 2019 Warren Birthday Bash for the sum of \$27,000.00.

IT IS FURTHER RESOLVED that the DDA Chair and DDA Director/Secretary are authorized to execute an agreement with Zambelli on terms consistent with the proposal and in such form that meets with the satisfaction of the City Attorney.

IT IS FURTHER RESOLVED that the Controller is authorized to issue payment to Zambelli in the amounts and by the dates provided in the Agreement from the DDA Community Promotion Account No. 494-9494-88001.

AYES: Board Members: _____

NAYS: Board Members: _____

RESOLUTION DECLARED ADOPTED this 5th day of June 2024.

Mayor Lori M. Stone
DDA Chairperson

CERTIFICATION

I, Tom Bommarito, Secretary/DDA Director for the City of Warren Downtown Development Authority, Macomb County, Michigan, certify that the foregoing is a correct copy of the resolution adopted by the City of Warren Downtown Development Authority at its meeting held on June 5, 2024.

Tom Bommarito

ATTY/MM/Resolution Accepting Proposal and Approving Fireworks Agreement with Zambelli ID

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT (this "Contract") is made effective as of this ____ day of _____, 2024, between Zambelli Fireworks Manufacturing Co., a Pennsylvania corporation, whose address is 8150 Richard Rd., Cleveland, OH 44147 ("Zambelli"), and the City of Warren Downtown Development Authority, a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093 (the "Client").

Zambelli is in the business of designing, staging and launching fireworks exhibitions.

Client is sponsoring an event known as the Warren Birthday Bash (the Event), which will feature a fireworks exhibit planned for August 24, 2024.

Zambelli submitted a proposal to furnish, deliver, launch and exhibit fireworks for the Event.

Client has accepted Zambelli's proposal for the fireworks at the Event subject to the terms of this Contract, and Zambelli is willing to provide an exhibition and display of fireworks in accordance with this Contract.

THEREFORE, in consideration of the mutual promises and agreements of the parties, as provided in this document, the parties, intending to be legally bound, agrees as follows:

1. Zambelli agrees to furnish all materials, labor and equipment necessary to sell, deliver, launch and display for Client the fireworks display described in the Body of Display and City of Warren's Exclusive Grand Finale in its Fireworks Proposal, attached as Exhibit A and incorporated by reference into this Contract (the Display or Fireworks Display).

2. The Fireworks Display will take place on August 24, 2024 ("Exhibit Date") or, if postponed by the DDA, on August 25, 2024 (the Postponement Date). The Display Date and Postponement Date have been agreed upon at the time of signing this Contract. The Fireworks Display shall commence at dusk, after 9:30 but no later than 9:45 p.m. The Fireworks Display shall include an aerial, multi-colored, choreographed launch of the minimum number and types of shells, effects and patterns described in the Opening, Body and Grand Finale sections of the Proposal, attached as Exhibit A. Zambelli shall provide all equipment to accompany, present and launch the Fireworks Display. The plan for the Display, including the locations for the launch of fireworks shall be submitted to the Director of Parks and Recreation within 10 days of this Contract.

3. The Display shall take place at the General Motors Technical Center Campus, 30000 Van Dyke Avenue, Warren, Michigan, at the "fireworks site: generally designated on the Site Map, attached as Exhibit B. The specific site launch will be a parking deck roof top identified by General Motors. If the Site becomes unavailable, the Display may be launched from an alternative site meeting designated by Client, meeting Zambelli's safety criteria. Within 10 days of this Contract, Zambelli agrees to execute a License Agreement with General Motors, and provide the insurance required under such license agreement and this agreement, or if an alternate site becomes necessary, will sign a license agreement for such alternate site within the time requested. Client may terminate this Contract if Zambelli fails to execute a License Agreement with General Motors, or for any alternate site, or fails to provide insurance, with no further obligation of the parties.

4. Zambelli agrees to furnish the services of display technicians ("Display

Technicians”) who are sufficiently trained, competent, and qualified to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

5. Zambelli, and its subcontractors shall keep in effect, at their sole cost, insurance coverage for bodily injury and property damage, including products liability, which insurance in the following types, limits, and shall comply with the following standards:

- Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
- Commercial general public liability insurance, which shall include contractual liability and fireworks legal liability with limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
\$2,000,000 General Aggregate for Bodily Injury and Property Damage

The policy 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. Coverage for X, C and U Hazards
 - f. Fireworks legal liability
- Comprehensive (Owned, Non-owned and Hired) Motor Vehicle Liability
\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage
 - Umbrella Liability
\$9,000,000 each occurrence and aggregate

These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with all requirements of this section. Zambelli on behalf of itself and anyone claiming through or under Zambelli by way of subrogation or otherwise, hereby waives and releases and will cause its insurers to waive any and all rights o recovers, claim, action, or causes of action against the City or DDA to the extent such claim is covered by the insurance maintained by Zambelli or would have been covered by the insurance required to be maintained by Zambelli under this agreement. All insurance policies and certificates must be written as primary policy covering and not contributing with or in excess of any coverage that Zambelli may carry, and neither issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, will limit or restrict in any way the liability of Zambelli arising out of or related to its activities under this agreement. Insurance shall include a provision providing five (5) days prior written notice to the Client of cancellation, material change or reduction of coverage.

The insurance shall name as an additional insured: The City of Warren, the City of Warren Downtown Development Authority, General Motors LLC, Securities, Inc. and their officers, employees, agents, boards and commissions.

The insurance limits shall in no way limit the Zambelli’s obligations to provide indemnification for damages or injuries in excess of such coverage.

6. Indemnity. Zambelli, at its sole cost, shall indemnify, defend and hold harmless the City of Warren, the City of Warren Downtown Development Authority, General Motors Corporation, and their officers, employees, agents, commissions and boards, for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage, loss or destruction, or any injury (including without limitation death), arising out of or related to the performance of this Agreement whether caused by the Zambelli, or any of its directors, employees, volunteers, agents, contractors, or subcontractors. Zambelli's obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation, and any other injury arising from the performance of the Fireworks Display or any other Activities under this Contract, except those caused by the sole gross negligence of the Client. Zambelli shall replace or repair any damaged or lost property. This obligation shall survive termination of the agreement.

7. Client agrees to pay Zambelli the sum of \$27,000 (the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the License Agreement as referenced below, and the balance of which is due within 15 days after the Display. In addition, Client agrees to pay a Postponement fee of twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"), except as otherwise provided.

8. In the event the Event is cancelled or postponed Zambelli agrees to provide the Firework Display on an Alternate Date, which must occur within nine months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 23rd through July 7th.

9. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph, except as specifically provided in paragraph 16 below. The Purchase Price shall be the total compensation and includes without limitation all costs associated with transportation, storage, insurance and clean-up, personnel, and materials, and compliance with other obligations under this Agreement.

10. Client agrees to meet all deadlines outlined in the Design and Production Provisions a copy of which has been provided to Client.

11. The Fireworks Display for the Event will take place at the General Motors Tech Center on 30000 Van Dyke Ave., Warren, Michigan, with the launch area designated on the site map attached as Exhibit B. Zambelli has inspected the area and finds the location suitable for the Fireworks Display. This launch area will be referred to as the "Display Area". Zambelli will coordinate with the Client and General Motors on all tasks and activities relating to the performance of the Fireworks Display and this Contract. Client's tasks include, but are not limited to, (i) procuring and furnishing any necessary change to the Display Site, (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"), except for, however, state or federal permits, which shall be the responsibility of Zambelli (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Zambelli's fireworks truck(s) overnight (or for such

longer or shorter period as Zambelli may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Zambelli, from entering the security area designated by Zambelli, (vi) keeping unauthorized persons or personal or real property of any kind, including, without limitation, motor vehicles, outside of the Display Site, fallout area or safe zone. Zambelli and Client shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA). Zambelli agrees to comply with the applicable regulations and standards, including those contained in NFPA 1123, and will store the fireworks in accordance with NFPA 1126, and for obtaining State of Michigan permits.

The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards, and will have a radius of at least 100 feet per inch of the largest diameter pyrotechnic from the firing site in all directions to any other parking area, spectators, inhabited buildings, public roads, or active railroad, or as otherwise required by Client's Fire Marshal.

12. If, in its sole discretion, Client designates an area for members of the public to view the Display (the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area. In the event of an Alternate Date Display occurring at an alternative location, Zambelli reserves the right to inspect such location and to require such conditions as necessary to ensure the safe, orderly launch of the fireworks.

13. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

14. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes and repair of any property damage caused by Zambelli, or its contractors, officers, employees or agents within the Discharge Area.

15. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the parties, then the program shall be postponed and fired on the Postponement Date. If inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the parties agree to meet to discuss an Alternate Date on a mutually satisfactory time and/or date, which must occur within nine months and at a suitable location, if not at the Site. In the event no Alternate Date is mutually satisfactory, after the good faith effort of both parties to schedule an Alternate Date, this Agreement shall become null and void, and neither party shall have any further obligation or responsibility, except that Zambelli shall be entitled to retain the 50 percent deposit.

16. Unless excused for inclement weather or other customary Force Majeure causes, Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from Client's Director of Parks and Recreation or his designee, or other authorized person representing Client. In the event of cancellation of the Display due to the fault of Client, and Client does not wish to or is not otherwise eligible under this Agreement to reschedule to an Alternate Date, except as provided below, the parties agree as follows:

- a. If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price.
- b. If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price.
- c. If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price.

17. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially or adversely affect price, time of delivery, functional character or duration of the Display.

18. It shall be within the Client's, Zambelli's and/or the Authority with regulatory jurisdiction over the fireworks activities to terminate the Display if any unsafe or unsuitable condition is identified. If such condition is identified to Client, and through no fault of Client, can not be corrected, and Client does not wish to reschedule to an Alternate Date, Zambelli or Client may cancel the Display, in which case neither party shall have further liability, and Zambelli shall return the deposit or partial payments to Client.

19. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

20. This contract shall be deemed made in the State of Michigan and shall be construed in accordance with the laws of the State of Michigan, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of a court whose jurisdiction includes the County of Macomb, Michigan to decide all disputes regarding this Contract.

21. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.

22. Except to the extent provided to the contrary herein, in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not the other party has been advised of the possibility of damages.

23. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

24. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or Act of God, natural disaster, or public enemy.

25. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.

26. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail postage prepaid and addressed the parties at their addresses set forth in the introductory paragraph above.

27. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Contract as to the parties shall have the same effect as originals and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS, the parties execute this Contract, in duplicate the day and year first above written.

Witnessed by:

ZAMBELLI FIREWORKS
MANUFACTURING COMPANY

By: _____
Its: _____

Dated: _____

Signatures continued on Next Page

Witnessed by:

CITY OF WARREN

By: _____
Lori M. Stone, Mayor
DDA Chair

By: _____
Tom Bommarito
DDA Director



May 20, 2024

City of Warren Engineering Division
One City Square
Suite 300
Warren, Michigan 48093

Attn: Tina Gapshes, P.E., City Engineer

Re: City Buildings ADA Improvements – DDA Package 1, Priority 1 Contracted Work HRC Job No. 20210787
Design and Construction Proposal

Dear Ms. Gapshes:

We are pleased to submit this proposal pursuant to providing design and construction administration services for the desired improvements to the City buildings as listed below. Our proposal is based on several discussions with you and HRC's ADA assessment reports and planning cost estimates for the buildings (the latter are attached to this proposal for reference).

Given that the exact scope of the work at each building is not clearly defined and each building will require input from different departments on different schedules, it is our intent that each building would be a separate project, bid and constructed independently from the others. There are several other buildings that HRC assessed but are not included, as well as other lower priority recommended work that is not included in this work scope – these improvements are intended to be undertaken as separate projects later as City budget permits.

The buildings in this scope only include those located in the DDA area, and are as follows:

- Warren Community Center - 5460 Arden
- South Civic Center - 23345 Van Dyke Rd.
- City Hall - One City Square
- Police Headquarters - 29900 Civic Center
- Owen Jax Recreation - 8207 E. Nine Mile

Our services will consist of the following tasks at each facility:

Design Phase:

- Perform Site Visit to review conditions and obtain photo documentation to use as reference information in preparing bid documents.
- Provide plans and specifications for the project improvements:
 - See attached spreadsheets for list of proposed improvements at each facility – includes all Package 1, Priority 1 Contracted work (denoted with blue box).
- Hold Review Meetings at 30% and 75% levels of design completion.
- Provide Engineer's Opinion of Probable Construction Cost for the proposed work scope to determine budgetary requirements for project, concurrent with Review Meetings.
- Prepare Contract Documents for competitive bidding through Bidnetdirect.com
 - Front End Documents
 - Plans and Details
 - Material Specifications
 - Proposal Form
- Due to the limited scope for the City Hall and Civic Center South buildings, we have not included review meetings or cost estimates, and the City will handle Front End documents for bidding.

Bidding Phase:

- Attend bid walk-thru
- Respond to bidding questions
- Review bidder proposals, provide bid tabulation and recommendation of award letter.

Construction Administration Phase:

- Attend Pre-Construction Meeting
- Perform site visits to review construction conditions.
- Attend construction progress meetings.
- Review and respond to RFI's and Change Orders
- Pay Application Reviews
- Perform Final Inspection Walkthrough and Punch List
- Due to the limited scope at these buildings, it is anticipated that the work at City Hall and Civic Center South will only include minimal CA services – no meetings and limited communications.

Fee

Based on the above and attached described scope of work, we anticipate that the budgetary construction cost for the project is as follows:

Building	Ph 1/Priority 1 Improvements Value	Design %	Design Fee	Const %	Const Fee	HRC Total Fee
Community Center	\$ 593,000.00	5.10%	\$ 30,243.00	3.30%	\$ 19,569.00	\$ 49,812.00
Civic Center South	\$ 26,000.00	9.94%	\$ 2,584.40	3.20%	\$ 832.00	\$ 3,416.40
City Hall	\$ 23,000.00	9.94%	\$ 2,286.20	3.20%	\$ 736.00	\$ 3,022.20
Police Headquarters	\$ 106,000.00	9.54%	\$ 10,112.40	3.00%	\$ 3,180.00	\$ 13,292.40
Owen Jax Rec Center	\$ 557,000.00	5.30%	\$ 29,521.00	3.40%	\$ 18,938.00	\$ 48,459.00
Total	\$ 1,305,000.00					\$ 118,002.00

Our percentage fee will be based on the Final Construction Cost. Shop drawing reviews will be billed as an hourly service outside of this fee. Invoices for these services will be provided monthly as the work is completed.

Clarifications:

HRC includes this section so as to clarify the expectations both for the Owner and HRC.

- Existing drawings of the buildings provided by the City will be utilized as backgrounds for the project, along with photographs taken during our site visits to convey work scope.
- It is presumed that all work on this project will be completed by 2026.
- Project Construction Observation services have not been included in this scope but can be provided as an additional service.
- We have not included obtaining topographic surveys of the affected outdoor areas for the new ramps. Field measurements, aerials and photos will be used to convey work scope for new concrete ramps and sidewalks.
- Given the age of the buildings, the presence of lead-based paint and asbestos is possible. Provisions for hazardous material testing and/or abatement have not been included in this work scope.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,
HUBBELL, ROTH & CLARK, INC.



Michael C. MacDonald, P.E.
Vice President



Adrianna M. Melchior, AIA, LEED AP
Associate

MCM/amm
Attachment: ADA Improvements Planning Cost Spreadsheets

pc: HRC; File

Your approval, as indicated by your signature below, will constitute an agreement between us for the above services.

Accepted By:
CITY OF WARREN

Signature: _____

Written Name: _____

Title: _____

Dated: _____

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **OVERALL PROJECT SYNOPSIS**

ITEM NO.	DESCRIPTION	TOTAL AMOUNT
ADA Improvements - By Package		
1	PACKAGE 1 - PRIORITY 1, CONTRACTED WORK	\$ 1,892,000
2	PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING	\$ 5,000
3	PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.	\$ 30,000
4	PACKAGE 1C - PRIORITY 1&2, WORK DONE BY OTHERS (CITY DEPT. NOTED)	\$ 66,000
5	PACKAGE 2 - PRIORITY 2, CONTRACTED WORK	\$ 764,000
6	PACKAGE 3 - PRIORITY 3, CONTRACTED WORK	\$ 619,000
TOTAL OVERALL CONSTRUCTION COST - ALL PACKAGES		\$ 3,376,000
ADA Improvements - By Building		
1	Community Center (Maintenance General Supplies Included in this Building)	\$ 1,091,000
2	Library Civic Center South	\$ 31,000
3	City Hall	\$ 39,000
4	Police Headquarters	\$ 748,000
	Subtotal - DDA Buildings	\$ 1,909,000
5	Owen Jax Recreation	\$ 611,000
6	Water Division	\$ 531,000
7	DPW	\$ 140,000
8	Sanitation	\$ 185,000
TOTAL OVERALL CONSTRUCTION COST - ALL BUILDINGS		\$ 3,376,000

CURRENT SCOPE DOES NOT INCLUDE WORK AT WATER DIVISION, DPW OR SANITATION.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **COMMUNITY CENTER**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
WORK: PACKAGE 1 - PRIORITY 1, CONTRACTED WORK					
1	Replace concrete curb ramp, sidewalk & speed bump at West Entry	1	LS	\$ 25,000.00	\$ 25,000
2	Replace concrete curb ramp & sidewalk at South Entry	1	LS	\$ 15,000.00	\$ 15,000
3	Replace concrete curb ramp at Northeast Entry (TV Station Lot)	1	LS	\$ 10,000.00	\$ 10,000
4	Add accessible sidewalks to outdoor play structure	1	LS	\$ 15,000.00	\$ 15,000
5	Renovate restrooms at Northwest Hallway	1	LS	\$ 150,000.00	\$ 150,000
6	Renovate Restrooms & Drinking Fountain at North Hallway (2-Floors)	1	LS	\$ 300,000.00	\$ 300,000
	Subtotal				\$ 515,000
	<i>Contingency Allowance (15%)</i>				\$ 78,000
	<i>Construction Cost</i>				\$ 593,000
	<i>Engineering Design & Construction Administration Allowance</i>				\$ 60,000
	Community Center Total				\$ 653,000
WORK: PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING					
7	Restripe ADA parking spaces outside Gym area	1	LS	\$ 3,200.00	\$ 3,200
8	Restripe ADA parking spaces at Arden Ave.	1	LS	\$ 750.00	\$ 750
	Community Center Total				\$ 3,950
WORK: PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.					
9	Add signage for redirecting patrons to alternate ADA counter at front or to make arrangements for access (Theater, Stage, Library, Gym, Childcare)	8	Ea	\$ 60.00	\$ 480
10	Add/Relocate ADA Parking signs	12	Ea	\$ 400.00	\$ 4,800
11	Replace/Add Room, Directory & Storm Shelter Signs with ADA compliant versions (braille & height) - Verify Exact Count in Field	Allowance	LS	\$ 7,500.00	\$ 7,500
12	Remove/replace thumb turn deadbolts at both internal courtyard doors	1	LS	\$ 350.00	\$ 350
13	Lower mounting height of AED unit at Main Entrance	1	LS	\$ -	No Cost
14	Adjust closer speed and pressure at non-compliant doors	1	LS	\$ -	No Cost
15	Lower First Aid cabinet at Pool Office	1	LS	\$ -	No Cost
16	Lower two towel hooks outside the Steam Room at Pool area	1	LS	\$ -	No Cost
17	Lower paper towel dispensers	2	Ea	\$ -	No Cost
	Subtotal				\$ 13,130
	<i>Contingency Allowance (10%)</i>				\$ 1,400
	Community Center Total				\$ 14,530

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **CIVIC CENTER SOUTH**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
WORK: PACKAGE 1 - PRIORITY 1, CONTRACTED WORK					
1	Add (2) curb ramps at accessible parking spaces	1	LS	\$ 12,000.00	\$ 12,000
2	Add accessible sidewalks at outdoor play structure & story path	1	LS	\$ 10,000.00	\$ 10,000
	Subtotal				\$ 22,000
	<i>Contingency Allowance (15%)</i>				\$ 4,000
	<i>Construction Cost</i>				\$ 26,000
	<i>Engineering Design & Construction Administration Allowance</i>				\$ 4,000
	Library Civic Center South Total				\$ 30,000
WORK: PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING					
3	Add striping for ADA parking space at Playground side of parking lot	1	LS	\$ 400.00	\$ 400
	Library Civic Center South Total				\$ 400
WORK: PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.					
4	Add (1) ADA Parking sign at parking spaces in front of playground	1	Ea	\$ 400.00	\$ 400
5	Add signage for alternate access to Library materials on top shelves	2	Ea	\$ 60.00	\$ 120
	Subtotal				\$ 520
	<i>Contingency Allowance (10%)</i>				\$ 60
	Library Civic Center South Total				\$ 580
WORK: PACKAGE 1C - PRIORITY 1&2, WORK DONE BY OTHERS (CITY DEPT. NOTED)					
6	NONE				
	Library Civic Center South Total				
WORK: PACKAGE 2 - PRIORITY 2, CONTRACTED WORK					
7	NONE				
	Library Civic Center South Total				
WORK: PACKAGE 3 - PRIORITY 3, CONTRACTED WORK					
8	NONE				
	Library Civic Center South Total				
	TOTAL OVERALL CONSTRUCTION COST				\$ 30,980

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **CITY HALL**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
WORK: PACKAGE 1 - PRIORITY 1, CONTRACTED WORK					
1	Replace concrete ramp at Parking Garage to elevator lobby	1	LS	\$ 20,000.00	\$ 20,000
	Subtotal				\$ 20,000
	<i>Contingency Allowance (15%)</i>				\$ 3,000
	<i>Construction Cost</i>				\$ 23,000
	<i>Engineering Design & Construction Administration Allowance</i>				\$ 5,000
	City Hall Total				\$ 28,000
WORK: PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING					
2	NONE				
	City Hall Total				
WORK: PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.					
3	Add signage for redirecting patrons to alternate ADA counters	2	Ea	\$ 60.00	\$ 120
4	Replace/Add Room, Directory & Storm Shelter Signs with ADA compliant versions (braille & height) - Verify Exact Count in Field	Allowance	Ea	\$ 5,000.00	\$ 5,000
5	Replace Water Bill Tables at 2nd Floor with shorter versions	2	Ea	\$ 200.00	\$ 400
6	Lower towel hooks at shower rooms (3rd Floor)	1	LS	\$ -	No Cost
7	Lower paper towel dispenser (2nd Floor)	1	LS	\$ -	No Cost
8	Lower phone near Fitzgerald Mtg Room (4th Floor)	1	LS	\$ -	No Cost
9	Adjust closer speed and pressure at non-compliant doors	1	LS	\$ -	No Cost
	Subtotal				\$ 5,520
	<i>Contingency Allowance (10%)</i>				\$ 600
	City Hall Total				\$ 6,120
WORK: PACKAGE 1C - PRIORITY 1&2, WORK DONE BY OTHERS (CITY DEPT. NOTED)					
10	Fix 2" step at sidewalk at Library Patio (Engineering)	1	LS	\$ 1,500.00	\$ 1,500
11	Additional self check out station at Library at lower ADA height (Library)	1	LS	\$ 3,500.00	\$ 3,500
12	Remove brochures from top rack in multiple areas (Multiple Depts.)	1	LS	\$ -	No Cost
	City Hall Total				\$ 5,000
WORK: PACKAGE 2 - PRIORITY 2, CONTRACTED WORK					
13	NONE				
	City Hall Total				
WORK: PACKAGE 3 - PRIORITY 3, CONTRACTED WORK					
14	NONE				
	City Hall Total				
	TOTAL OVERALL CONSTRUCTION COST				\$ 39,120

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **POLICE HEADQUARTERS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
WORK: PACKAGE 1 - PRIORITY 1, CONTRACTED WORK					
1	Lower 3rd Floor Property Counter & Transaction Ledge	1	LS	\$ 30,000.00	\$ 30,000
2	Rehab Men's & Women's Public Restrooms at Lobby on 1st Floor	1	LS	\$ 60,000.00	\$ 60,000
3	Replace drinking fountain at 1st Floor	1	LS	\$ 2,000.00	\$ 2,000
	<i>*Note, 2nd flr toilet renovations included in Package 2</i>				
	Subtotal				\$ 92,000
	Contingency Allowance (15%)				\$ 14,000
	Construction Cost				\$ 106,000
	Engineering Design & Construction Administration Allowance				\$ 14,000
	Police Headquarters Total				\$ 120,000
WORK: PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING					
4	NONE				
	Police Headquarters Total				
WORK: PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.					
5	Add signage for requesting assistance at front counter and fuel island or directing patrons to alternate counters	5	Ea	\$ 60.00	\$ 300
6	Add handrails at both sides of ramp at Dispatch	1	LS	\$ 400.00	\$ 400
7	Replace/Add Room & Informational Signs with ADA compliant versions (braille & height) - Verify Exact Count in Field	Allowance	LS	\$ 3,000.00	\$ 3,000
8	Lower mounting height of AED unit at 2nd Floor Detective Bureau	1	LS	\$ -	No Cost
9	Lower buzzer at 2nd Floor Records counter	1	LS	\$ -	No Cost
10	Adjust closer speed and pressure at non-compliant doors	1	LS	\$ -	No Cost
11	Lower paper towel dispensers	1	LS	\$ -	No Cost
12	Lower Pistol Paperwork drop box at Main Lobby	1	LS	\$ -	No Cost
	Subtotal				\$ 3,700
	Contingency Allowance (10%)				\$ 400
	Police Headquarters Total				\$ 4,100
WORK: PACKAGE 1C - PRIORITY 1&2, WORK DONE BY OTHERS (CITY DEPT. NOTED)					
13	Rework outdoor sidewalk ramp to be ADA compliant at east parking lot when Court Building demo is complete (Police)	1	LS	\$ 50,000.00	\$ 50,000
14	Rework Sally Port Curb for accessible path to jail (Police)	1	LS	\$ 5,000.00	\$ 5,000
15	Replace door knobs with lever style hardware - partial grant in place, need matching funds (Police)	1	LS		TBD
	Police Headquarters Total				\$ 55,000

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

555 Hulet Dr., Bloomfield Hills, MI 48302

Telephone: (248) 454-6300

PROJECT: **City Buildings ADA Improvements**
Preliminary Planning Cost Estimate

DATE: **4/27/2023**

PROJECT NO. **20210787**

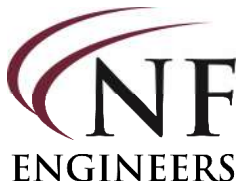
LOCATION: **Warren, MI**

ESTIMATOR: **AM**

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: **OWEN JAX RECREATION CENTER**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
WORK: PACKAGE 1 - PRIORITY 1, CONTRACTED WORK					
1	Replace curb ramp & sidewalk at main entrance	1	LS	\$ 20,000.00	\$ 20,000
2	Replace door at Garage with 36" door	1	LS	\$ 5,000.00	\$ 5,000
3	Replace elevator & reconfigure entrances	1	LS	\$ 250,000.00	\$ 250,000
4	Lower Coat Room Service Counter & Light Switch	1	LS	\$ 500.00	\$ 500
5	Replace interior doors that are less than 36" wide (incl. new compliant lever style hardware and closers)	1	LS	\$ 30,000.00	\$ 30,000
6	Replace remaining door knobs with lever style hardware	1	LS	\$ 2,500.00	\$ 2,500
7	Renovate Restrooms at Lower Level	1	LS	\$ 150,000.00	\$ 150,000
8	Renovate/Enlarge Restroom at Office	1	LS	\$ 20,000.00	\$ 20,000
9	Replace Kitchen sink counter	1	LS	\$ 6,000.00	\$ 6,000
	Subtotal				\$ 484,000
	<i>Contingency Allowance (15%)</i>				\$ 73,000
	<i>Construction Cost</i>				\$ 557,000
	<i>Engineering Design & Construction Administration Allowance</i>				\$ 51,000
	Owen Jax Recreation Total				\$ 608,000
WORK: PACKAGE 1A - PRIORITY 1, PARKING LOT STRIPING					
10	NONE				
	Owen Jax Recreation Total				
WORK: PACKAGE 1B - PRIORITY 1&2, WORK DONE BY CITY MAINTENANCE DEPT.					
11	Add ADA Parking signs	7	Ea	\$ 400.00	\$ 2,800
12	Lower First Aid cabinet	1	Ea	\$ -	No Cost
	Subtotal				\$ 2,800
	<i>Contingency Allowance (10%)</i>				\$ 300
	Owen Jax Recreation Total				\$ 3,100
WORK: PACKAGE 1C - PRIORITY 1&2, WORK DONE BY OTHERS (CITY DEPT. NOTED)					
13	NONE				
	Owen Jax Recreation Total				
WORK: PACKAGE 2 - PRIORITY 2, CONTRACTED WORK					
14	NONE				
	Owen Jax Recreation Total				
WORK: PACKAGE 3 - PRIORITY 3, CONTRACTED WORK					
15	NONE				
	Owen Jax Recreation Total				
	TOTAL OVERALL CONSTRUCTION COST				\$ 611,100



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

March 22, 2024

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, MI 48093-2390

Re: City of Warren Parks - ADA Compliance Transition Plan

Dear Mrs. Gapshes:

Nowak & Fraus Engineers (NFE) appreciates the opportunity to provide accessibility consulting services for the above referenced project.

Understanding of the Project:

NFE understands the City of Warren desires to prepare a Transition Plan to cover the provision of accessible accommodations at all of the City Parks. The Transition Plan is a plan for site and program access that is required of all government entities by the Americans with Disabilities Act (ADA). Creation of the Transition Plan will assist the City in not only identifying barriers to access throughout the City’s 25 parks but will describe the means to make the Parks accessible and allow City Officials’ to plan for the removal of found barriers in full coordination with available budgets and schedule.

Throughout the City’s Parks, various features will be reviewed for accessibility using applicable ADA requirements for signage, restrooms, picnic areas, gathering and spectating areas, parking spaces, access aisles, crosswalks, ramps and sidewalks. The focus of the Transition Plan will be limited to the Park properties themselves. Adjacent features located within public right-of-way will not to be included in the assessment and planning.

While the ADA sets the minimum project scope requirements when it comes to the identification of barriers per the Act, discussions with City Officials will be required to identify appropriate solutions to remove those barriers while addressing the unique needs of a given park or location within a park. Exceedance of the ADA requirements may be desired at a particular location.

NFE understands the City Parks Transition Plan will include the following sites’ exterior elements with enclosed facilities limited to restrooms or enclosed picnic spaces (no office areas, etc.):

- | | |
|------------------------------|-----------------------------|
| 1 Nicholas W. Altermatt Park | 8 Norman J. Halmich Park |
| 2 Austin Dannis Park | 9 Oscar Hartsig Park |
| 3 Ted Bates Park | 10 Jaycee Park |
| 4 Louis J. Burdi Park | 11 Frank J. Licht Park |
| 5 Jeanne O. Busse Park | 12 Clarence M. McGrath Park |
| 6 Thomas L. Butcher Park | 13 Arthur J. Miller Park |
| 7 George P. Eckstein | 14 Grace Rentz Park |

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NOWAKFRAUS.COM

PHONE: 586.739.0939

- | | |
|---------------------------------|----------------------------|
| 15 Eugene B. Groesbeck | 21 Leo G. Rinke Park |
| 16 William A. Shaw Park | 22 Warren Community Park |
| 17 Clarence J. Steinhauser Park | 23 Frank Wiegand Park |
| 18 Joseph W. Trombley Park | 24 Anthony F. Winters Park |
| 19 Orba A. Underwood Park | 25 City Square Park |
| 20 Veterans Memorial Park | |

We note that two other sites with were considered but not included in the proposed scope of work for the City Parks Transition Plan however they can be made a part of the scope if desired.

Owen Jax Recreation Center

Warren Community Center

If requested, NFE will prepare a separate proposal for the review of these two sites once a review and discussion of the interior spaces to be included is completed with the City.

Scope of Services:

Site Evaluation Phase

NFE will complete a visual survey of each site with a sampling of measurements to assist in identifying barriers to access. For later reporting, field measurements, noted observances and representative photos will be assembled for each Park. The evaluation shall generally include but may not be limited to the following items and their potential barriers which can include the lack of said items:

Sidewalk/Pathways/Curb Ramps and Landings – To be reviewed for the location, slope, width, detectable warnings, continuity of surface including the presence of utility structures such as catch basin inlets and utility access covers.

Parking Spaces, Access Aisles and Crosswalks - To be reviewed for space count, location, slope, width, length, continuity of pavement markings and surface condition including the presence of utility structures such as catch basin inlets and utility access covers.

Signage/Obstructions – to be reviewed for adequacy/applicability, relocation from travel ways (e.g. bollards in access aisles), height, consistency and sign dimension.

Restroom/Picnic Spaces – to be reviewed for accessible routes, dimensional and total seating accommodations, dimensional compliance for turning movements, heights, clearances, reach limitations, grab bar and door swings.

Reporting Phase

A Transition Plan matrix will be created to provide a summary detail for each of the 25 park sites to be surveyed utilizing the following format:

- Coded references will be used to identify each site's **Location**, in both the Park name and location within the Park.
- **Barriers** that are found will be cited in their location and type with the supporting ADA requirement section that applies.
- A **Corrective Action** option will be identified by NFE but subject to review and collaboration with the City Officials' or their designated representative or committee and in consideration of the program access provisions of Title II where applicable.
- For assistance in planning and scheduling the corrective improvements needed to remove found barriers, a **Priority Value** will be assigned to each barrier identifying the timing in which they might be addressed. For instance consideration of whether a site is frequented most by individuals with disabilities or has frequent use by the public or has received complaints or incidents can help determine the priority level of Low, Medium or High.
- The report matrix will include a space for **Final Correction Guidance, Schedule** and, if desired, the **Champion** or responsible party for overseeing the completion of a given barrier's removal. The decided-upon direction for corrective actions to be taken, the timing to initiate and complete the work including consideration of budgets as well as the potential assignment of each barrier removal effort to an individual or team that may be planning projects within or near a subject Park.
- A **Completion** column will allow the ongoing tracking of items that were completed and those that remain for ease in tracking and reporting to interested parties as-requested.

Consulting Phase

NFE will provide as-requested assistance to City Officials and/or their designated representatives or committee to review and determine direction on the corrective solution to various barriers. NFE can assist with the development of cost opinions for budgeting purposes and prioritization of improvements.

We note that the correction of certain barriers may require that NFE conduct a detailed survey of the subject area to develop an efficient and viable solution (not included in this proposal). This is commonly required when challenges with grade and/or site conditions or property limits are in play and slope or dimensional compliance will be challenging.

Attendance at any meetings required for project coordination, report roll-out and clarification, scheduling, assignment/planning of corrective actions, and public meetings as-requested by the City of Warren will be invoiced on a time and materials fee basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Transition Plan Fees:

Site Evaluation Phase	\$ 93,000 Lump Sum Fee
Reporting Phase	\$ 62,000 Lump Sum Fee
Consulting Phase/Meetings/Annual Monitoring	\$ 15,000 Estimated Hourly Fee

SCHEDULE

NFE proposes the following estimate for project milestones related to our project deliverables:

- Site Evaluation Phase services completed within 8-10 weeks
- Reporting Phase services completed within 4-6 weeks

We note that these are not expedited timeframes and the site evaluation phase is weather and access dependent. NFE will coordinate with the City of Warren to identify optimal times to access certain sites and to meet desired deadlines for deliverables if those timeframes are known.

SCOPE CLARIFICATIONS AND EXCLUSIONS:

Additional Services

NFE or its subconsultant team members can provide needed scope and fees for the following services that may be required but are not currently included in the proposed project scope:

- Accessibility Evaluation of Additional Sites and/or Buildings
- Topo/Boundary Surveying Services for the preparation of Corrective Designs
- Construction Document Preparation for Barrier Removal and Contractor Bidding
- Construction Observation and Construction Staking
- Post-Construction Record Drawing Preparation
- Participation in related Community Outreach Activities

These services if required by the Client, will be quoted separately and/or invoiced to the Client on an hourly basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Assumptions and Understandings: Unless otherwise indicated in this proposal, the following assumptions and understandings apply to this project in the completion of NFE's services:

- NFE may require the City of Warren provide access to electronic maps, CAD files, records, and other electronic information pertinent to the execution of an efficient evaluation and complete report.

- NFE will not conduct formal topographical surveys as part of the initial Transition Plan scope. NFE may utilize 2' and 4' digital levels for slope evaluation, retractable measuring tapes and laser measurement devices for evaluating dimensional compliance and visual evaluation of existing conditions. Markings/notes on aerial photos or record documents and hand sketches will provide a record of the site evaluations.
- NFE and its subcontracting consultants will require access to the sites. The Client will provide NFE written authorization (via acceptance of this proposal) to access the site and complete the outlined scope of work defined herein.
- This proposal is valid for thirty (30) days from the date of the proposal.
- NFE will not accrue fees exceeding the above-established fees without further written authorization.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Nowak & Fraus Engineers Fee Schedule and Terms and Conditions.

ACCEPTANCE & AUTHORIZATION TO PROCEED:

NFE is pleased to offer our experience with the assessment and removal of accessibility barriers in an efficient and cost-effective manner. Provided this proposal meets with your approval, please sign, date and return a copy of this Work Authorization to our office. Receipt of your signed Work Authorization will serve as our authorization to proceed and to access the site. NFE will provide prior notice to the Client when accessing the property.

Please do not hesitate to contact us if you have any questions or require additional information to support our Proposal/Work Authorization. Once satisfied with the Proposal, please return a signed and dated copy to us which shall suffice as our authorization to proceed with the work.

Thank you for choosing Nowak & Fraus Engineers.

Sincerely,

Nowak & Fraus Engineers



Carol P. Thurber, PE, CFM
Principal



John Dell'Isola, PE
Principal
Dated: 3/22/2024

Accepted and Approved By:

(Signature)

Tina G. Gapshes, PE, City Engineer

(Date)



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

May 28, 2024

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, Michigan 48093

Reference: Proposal for Professional Services
City Hall Parking Garage and Clock Tower Joint Repairs
City of Warren

Dear Ms. Gapshes:

Thank you for considering our firm for providing professional engineering services on the project referenced above.

Understanding of the Project

The City is requesting an assessment and joint repair recommendations for the City Hall Parking Garage and Clock Tower to prepare a bid package and solicit bids. The concern is based on the leaking joints that have been observed during rain events on the parking deck levels and the sides along the clock tower on the municipal building. We understand through discussion with the original parking deck designer that given the 20-year-old age of the structures, the sealant in the precast joints is at the end of its useful service life.

Services to be Provided

Our firm proposes to furnish the following services:

Project Design Work:

- Perform a site visit to review and document existing conditions of the parking deck levels plus the clock tower façade
- Evaluate the existing structure deterioration and conditions
- Prepare details and drawings for use in bid documents
- Prepare engineer's cost estimate
- Prepare bid documents including front end documents, pricing sheet and special provisions. We will use the City's standard front-end documents.
- Assistance with bid process including answering bidder inquiries and preparing addendums, as necessary.
- Post bidder evaluation and preparation of recommendation of award letter.

Construction Administration:

- Preparation of contract books
- Review of contractor submittals and RFI's

51301 Schoenherr Road, Shelby Township, MI 48315

"Engineering Strong Communities"



Tina G. Gapshes, PE
 May 28, 2024
 Page 2

- Review of contractor pay applications and prepare recommendation of payment letters
- Review contractor claims, as necessary
- Attend three (3) construction progress meetings held on-site.
- Punch list field walk and preparation of punch list
- Final acceptance field walk

Assuming we are authorized to proceed by June 7, 2024, we anticipate the project will be designed and ready for bidding advertisement by mid July 2024.

Additional Services Available

The following services are available but not included in this proposal:

- Construction observation*
- Additional progress and/or site meetings

Services Not Provided

- Material testing, environmental testing and geotechnical investigations are outside the scope of services that AEW can provide. We will coordinate these services when requested, with the City's designated consultant.

Fee for Professional Services

We propose to provide the referenced professional services based on the fee established by Table 2 "7B - Building Engineering Services" of our contract with the City of Warren and using the preliminary construction cost estimate of \$450,000.00. The proposed Project Design Work and Construction Administration fees are:

Project Design Work (6.00%):	\$ 27,000.00
Construction Administration (3.35%):	<u>\$ 15,075.00</u>
TOTAL :	\$ 42,075.00

*The professional service fees for Construction Observation Services shall be based on the Comprehensive Hourly Rate table in AEW's current professional services agreement RFP-W-0592. Construction Observation Services will commence when requested by the City.

This proposal does not include revisions to the plans due to changes in the project presented by the Client or his representative once engineering work has begun.



Tina G. Gapshes, PE
 May 28, 2024
 Page 3

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information please call me.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Michael D. Smith

Michael D. Smith, PE
 Project Manager

Stephen V. Pangofi

Stephen V. Pangofi, PE
 President

Accepted By

Tina Gapshes

Signature

Tina Gapshes

Printed Name, Title

5-31-24

Date

CB Repairs

Tina Gapshes <tgapshes@cityofwarren.org>

Thu 12/9/2021 11:49 AM

To:daniel.acciavatti@macombgov.org <daniel.acciavatti@macombgov.org>

Cc:Mayor <mayor@cityofwarren.org>

Hi Dan,

It was very nice meeting with you last week. At this meeting, you mentioned how can the Macomb County Public Works Office help the City of Warren? In previous years, we were allocated anywhere between \$300,000 and \$750,000 every other year from your office to repair broken catch basins and replace old crock style catch basins. These catch basins have no sumps and therefore are not collecting sediment within the structure, but sending the sediment directly to the drains. We do our best to replace these as we run across them in our road projects and pavement repair program and as they fail. However, our storm sewer structures are exceeding their useful life the City of Warren does not have a funding mechanism to generate funds for these replacements as for our water main and sanitary sewer repairs which are paid with monies collected from the water bills.

With the Public Works Office help, we were replacing an average of 75 catch basins per year. In the past, we would submit a list of catch basins that needed repair or replacement along with an estimate. Upon Drain Board approval, your office would transfer surplus funds from the county drains within the City of Warren into a new drainage district which were named in numerical order as CB1, CB2 etc. The last one completed was CB11.

In closing, the City of Warren would greatly appreciate to once again work together with the Macomb County Public Works Office to invest in our failing storm sewer infrastructure and subsequently protecting our environment.

Tina G. Gapshes, PE

City of Warren, Engineering

One City Square, Suite 300

Warren, MI 48093-2390

Phone: 586.759.9300

Fax: 586.759.9318

Email: tgapshes@cityofwarren.org





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

(586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: MAY 24, 2024
TO: TOM BOMMARITO
SUBJECT: TRI-W-1165; FURNISH AND INSTALL EXTERIOR LIGHTS FOR CITY HALL BUILDING

The Purchasing Division concurs with the Building Maintenance Superintendent and recommends that the DDA board award TRI-W-1165; Furnish and Install Color Wash Lights at City Hall, located at One City Square, approve the award to Great Lakes Power & Lighting, Inc., 9646 Marine City Hwy, Casco, MI 48064, utilizing the extendable City of Warren agreement with Great Lakes Power & Lighting, Inc. (RFP-W-0322) in the total amount not to exceed \$94,322.83.

The City is seeking to replace the existing exterior lighting system at City Hall with LED Color Wash Lights. The lights will be positioned at the top exterior of the City Hall building, reflecting onto the glass and pavement below. The City will have the ability to light the front of City Hall with various colors, commemorating special events/dates.

On March 23, 2021, City Council approved an award to Great Lakes Power & Lighting, Inc. for a two (2) year period with options to extend for three (3) additional two (2) year periods. This agreement allows any City Department/Division to utilize this agreement for electrical needs that they may have.

Great Lakes Power & Lighting, Inc. has done work for various departments in the past and the City has been very pleased with their work. The Building Maintenance Division is confident that Great Lakes Power & Lighting, Inc. will perform to the City's specifications.

Funds for this service are available in the following Account: 494-9494-97400 DDA Capital Improvements.

Please submit this recommendation letter to the DDA Board, for approval on the next scheduled DDA Board meeting.

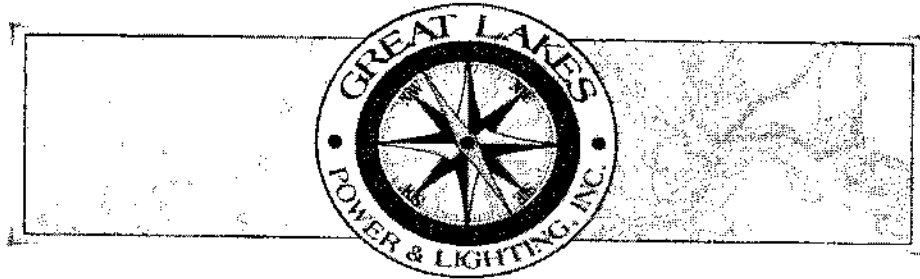
Respectfully Submitted,

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

Craig Treppa
Purchasing Agent

A handwritten signature in blue ink, appearing to read "Mark Knapp".

Mark Knapp
Assistant City Controller



N 42° 43' 30" W 82° 41' 81"

Quotation

Date May 2, 2024

To: City of Warren

Attn: Jeff

Project: Change out lights on civic center for color wash lights

In accordance with your request we are pleased to quote the electrical installation required for the above referenced project as follows:

Demo 12 lights
Install 26 new lights and run DMX cable to them
Use owner supplied lift to determine how to mount them (to be done ASAP)
Make custom bracket to mount lights
Lift included for installation
Ballast will be disconnected
All misc material included

Total: \$94,322.83

Thank you for the opportunity. If you require additional information please do not hesitate to contact me.

Sincerely,
Alan Thueme
Purchasing agent
Great Lakes Power & Lighting, Inc.
E-mail: athueme@greatlakespwr.com
Cell Ph: 586-855-0960

9646 Marine City Hwy. ♦ Casco, MI 48064 ♦ PH. 586.716.4000 ♦ FX. 586.716.4770

Job Name: WARREN CITY HALL EXT LIGHTS
 Job Number: 24-024
 Job Path: C:\ProgramData\Account\JOB\DATA
 Job Category:
 Bid Due Date: 5/1/2024 12:56 PM
 Estimator:
 Telephone:
 Cell:
 Fax:
 Email:

Starting date:
 Completion date:
 Duration: Months

Job address:

Client address:

Description	Quantity	Date	Trade Price	Unit	Cost Adj %	Net Cost	Labor	Unit
1 1/2" CONDUIT - EMT	100	10/11/2023	59.51	C	0.000	59.51		4.17 C
2 1/2" CONN SS STL - EMT	8	6/8/2022	32.47	C	0.000	32.47		12.00 C
3 1/2" COUPLING SS STL - EMT	10	6/8/2022	38.26	C	0.000	38.26		4.80 C
4 1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SU	4	11/21/2022	284.76	C	0.000	284.76		10.90 C
5 1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT	11	11/21/2022	214.83	C	0.000	214.83		12.30 C
6 #12 THHN BLACK	330	10/4/2023	158.90	M	0.000	158.90		7.73 M
7 WIRE CONN RED	12	2/2/2022	27.16	C	0.000	27.16		9.00 C
8 4x 1 1/2" SQ BOX COMB KO	4	5/18/2022	210.59	C	0.000	210.59		34.50 C
9 4" SQ 1G PLSTR RING 5/8" RISE	4	5/18/2022	129.63	C	0.000	129.63		3.75 C
10 #8x 1/2 P/H SELF-TAP SCREW	11	10/13/2021	10.86	C	0.000	10.86		3.60 G
11 #8x 1/2 WAFER HEAD SELF-TAP SCREW - 12G	8	4/20/2022	3.07	C	0.000	3.07		3.80 C
12 SQ BOX MNTG BRKT TO 2 1/2-3 1/2" STUD	4	10/12/2022	133.47	C	0.000	133.47		7.50 C
13 MOUNT CONTROLLER & BYPASS BALLASTS	1	5/1/2024	0.00	E	0.000	0.00		17.00 E
14 CAT-6 CABLE & SUPPORT	1	5/1/2024	1,000.00	E	0.000	1,000.00		20.00 E
15 INSTALL DMX CABLE/SUPPORTS	1	5/1/2024	100.00	E	0.000	100.00		40.00 E
16 DEMO FIXTURE	12	5/1/2024	0.00	E	0.000	0.00		0.50 E
17 3	24	5/1/2024	0.00	E	0.000	0.00		3.00 E
18 CUSTOM BOX COVER	12	5/1/2024	30.00	E	0.000	30.00		0.25 E
19 LIFT	1	5/1/2024	4,000.00	E	0.000	4,000.00		2.00 E
20 START-UP	1	5/1/2024	0.00	E	0.000	0.00		12.00 E
21 CLOCK TOWER LIGHTING	1	5/1/2024	0.00	E	0.000	0.00		24.00 E
22 INVESTIGATE & MEETINGS	1	5/1/2024	0.00	E	0.000	0.00		12.00 E
Totals	561							

Description	Quantity	Total Material	Total Hours
1 1/2" CONDUIT - EMT	100	59.51	4.17

Description	Quantity	Total Material	Total Hours
2 1/2" CONN SS STL - EMT	8	2.80	0.96
3 1/2" COUPLING SS STL - EMT	10	3.83	0.48
4 1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STUD SL	4	11.39	0.43
5 1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT	11	23.63	1.35
6 #12 THHN BLACK	330	52.77	2.55
7 WIRE CONN RED	12	3.26	1.08
8 4x 1 1/2" SQ BOX COMB KO	4	8.42	1.38
9 4" SQ 1G PLSTR RING 5/8" RISE	4	5.19	0.15
10 #8x 1/2 PH SELF-TAP SCREW	11	1.19	0.40
11 #8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	8	0.25	0.29
12 SQ BOX MNTG BRKT TO 2 1/2-3 1/2" STUD	4	5.34	0.30
13 MOUNT CONTROLLER & BYPASS BALLASTS	1	0.00	17.00
14 CAT-6 CABLE & SUPPORT	1	1,000.00	20.00
15 INSTALL DMX CABLE/SUPPORTS	1	100.00	40.00
16 DEMO FIXTURE	12	0.00	6.00
17 3	24	0.00	72.00
18 CUSTOM BOX COVER	12	360.00	3.00
19 LIFT	1	4,000.00	2.00
20 START-UP	1	0.00	12.00
21 CLOCK TOWER LIGHTING	1	0.00	24.00
22 INVESTIGATE & MEETINGS	1	0.00	12.00
Totals	561	5,637.37	221.54

	Labor Type	Crew	Hours	Rate \$	SubTotal	Brdn %	Fmg \$	Brdn Tot.	Fmg Tot.	Total	Full Rate
1	ELECTRICIAN	1.00	221.54	73.00	16,172.42					16,172.42	73.00
	Totals	1.00	221.54	73.00	16,172.42					16,172.42	73.00

	Quoted Materials	Alarm	Cost	Adjustment %	Adjustment \$	Adj Cost	Vendor	Notes	Code	Type
1	LIGHTING FIXTURES	Off	60,000.00			60,000.00				
	Totals		60,000.00			60,000.00				

	Final Pricing	Calculated (%)	Calculated (\$)	Variance (%)	Modified (\$)	Modified (%)	Alarm	% Final Price
	Database Material (Extension)		5,637.37		5,637.37			5.977
	Quoted Material		60,000.00		60,000.00			63.611
	Material Tax	6.000	3,936.24		3,936.24	6.000		4.175
	Material Total		69,575.61		69,575.61			73.763
	Direct Labor		16,172.42		16,172.42			17.146
	Labor Total		16,172.42		16,172.42			17.146
	Total Cost		85,748.03		85,748.03			90.909
	Database Material Overhead	10.000	597.56		597.56	10.000		0.634
	Quoted Material Overhead	10.000	6,360.00		6,360.00	10.000		6.743
	Labor Overhead	10.000	1,617.24		1,617.24	10.000		1.715
	Total Overhead	10.000	8,574.80		8,574.80	10.000		9.091
	Selling Price		94,322.83		94,322.83			100.000
	Final Price		94,322.83		94,322.83			



DIVISION OF BUILDING MAINTENANCE

ONE CITY SQUARE, SUITE 105
WARREN, MI 48093-2388
(586) 574-4508
FAX (586) 574-4513
www.cityofwarren.org

May 22, 2024

To: Shanah Turner, Assistant Buyer

From: Jeff Reeves, Superintendent
Department of Building Maintenance

RE: **Change Out and Repair LED Lights on City Hall for Color Wash Lights**

Attached is the Quote for the changing of the LED lights on City Hall, to new LED Color Wash Lights. We would like to use our existing electrical contractor Great Lakes Power & Lighting, Inc., located at 9646 Marine City Highway, Casco, MI 48064.

The cost for the LED lights to be replaced and repaired is **\$94,322.83**. The current Bid # for Great Lakes Power and Lighting is (RFP-W-0322) with a resolution date of January 24, 2023 for a two (2) year contract. We would like to charge this to account number 9494-97400.

Making the changes to the lighting system will allow us to light up the front of City Hall nightly if needed and for special occasions, where now we are paying a copy to light up the building for special events.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Reeves".

Jeff Reeves, Superintendent
Department of Building Maintenance



CITY CONTROLLER
ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-6726
(586) 574-4600
www.cityofwarren.org

May 20, 2024

Tom Bommarito
DDA Director

RE: DDA Board resolution to concur with Council adopted DDA budget for FY2025

Dear Director Bommarito:

Attached please find budget documentation and the resolution necessary for the Board to accept the Council adopted budget for Fiscal 2025.

Of particular importance is the section of the resolution permitting the Act 345 millage collections from DDA properties to pass through to the General Fund to support Police & Fire pension and retiree health insurance costs.

Please place this item on June 5, 2024, DDA Agenda. Bond counsel, John Axe, will be available to answer any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mark Knapp".

Mark Knapp

Assistant City Controller

CITY OF WARREN
DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION FOR CONCURRENCE WITH COUNCIL ADOPTED
DOWNTOWN DEVELOPMENT AUTHORITY BUDGET FOR FISCAL YEAR
2025 – JULY 1, 2024 THROUGH JUNE 30, 2025

Minutes of the meeting of the Board of Directors of the City of Warren Downtown Development Authority, County of Macomb, Michigan, on _____ at 3:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Director _____ and supported by Director _____

WHEREAS, on May 14, 2024, the City Council of the City of Warren adopted the Fiscal Year 2025 operating budgets for the various funds of the City, and

WHEREAS, the adopted budgets include the operating budget for the Downtown Development Authority (DDA), and

WHEREAS, said adopted DDA budget includes expenditure allocations of \$15,679,194 for operating expenses, capital projects and debt service, and

WHEREAS, said adopted DDA budget includes estimated financial resources of \$15,679,194, including estimated property tax revenue of \$8,283,741, and

WHEREAS, the estimated property tax revenue includes the DDA’s collection of \$1,658,020 in property tax revenues from the Act 345 special millage for Police & Fire pension and retiree health care cost, and

WHEREAS, the DDA is electing to refrain from the utilization of the Act 345 millage revenue and allow it to flow through to the General Fund to support Police and Fire pension and retiree health care cost, and

WHEREAS, the forbearance from DDA utilization of the Act 345 millage is for Fiscal 2025 only. The DDA use of the Act 345 millage will be reviewed each fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Downtown Development Authority, concurs with City Council adopted DDA budget as its base for operation for the 2025 Fiscal Year.

YEAS: _____

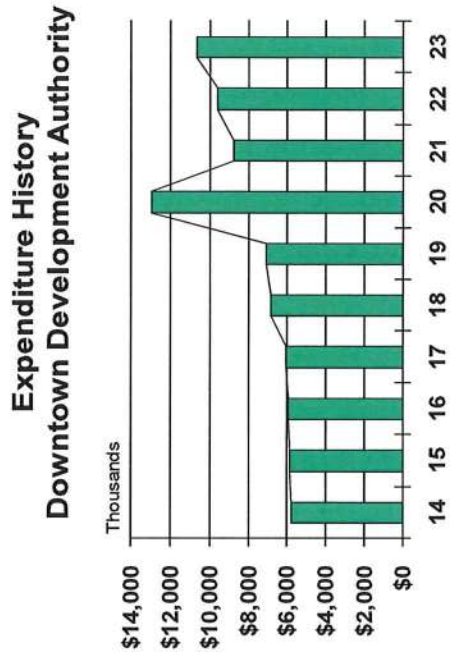
NAYS: _____

ABSENT: _____

DOWNTOWN DEVELOPMENT AUTHORITY OPERATIONS FUND

The State of Michigan passed the Downtown Development Authority Act (PA 197 of 1975) to give municipalities a tool for improving the quality of downtown areas.

The Downtown Development Board consists of the Mayor plus eight members appointed by the Mayor, subject to approval by City Council. The DDA Director is hired by the DDA Board and serves as their day-to-day liaison for all downtown activities.



SPECIAL REVENUE FUND
ACTUAL, ESTIMATED, REQUESTED AND APPROVED

FY 2023 Actual Year	FY 2024 Actual to December 31	FY 2024 Estimated To June 30	FY 2024 Amended Budget December 31	<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	FY 2025 Departmental Request	FY 2025 Recommended By Mayor	FY 2025 Adopted By Council
\$ 7,296,426	\$ 3,656,496	\$ 7,313,000	\$ 7,313,000	REVENUES:	\$ 8,277,029	\$ 8,277,029	\$ 8,283,741
4,907,998	5,124,608	4,200,000	4,200,000	Property Tax Revenue	4,200,000	4,200,000	4,200,000
709,526	388,579	75,000	75,000	Reimbursement for Personal Property Loss	700,000	700,000	700,000
261,026	-	25,000	25,000	Interest on Investments	25,000	25,000	25,000
-	-	8,473,023	5,417,323	Donations/ Miscellaneous Revenue	5,197,165	5,197,165	2,470,453
\$ 13,174,976	\$ 9,169,683	\$ 20,086,023	\$ 17,030,323	Fund Balance Appropriated	\$ 18,399,194	\$ 18,399,194	\$ 15,679,194
\$ 218,817	\$ 103,448	\$ 291,160	\$ 291,160	EXPENDITURES:	\$ 315,938	\$ 315,938	\$ 315,938
95,987	56,664	180,345	180,345	Personnel Services	186,229	186,229	186,229
-	-	3,000	3,000	Employee Benefits	3,000	3,000	3,000
6,911,448	6,783,898	8,755,818	8,755,818	Supplies	11,760,977	11,760,977	10,560,977
3,441,805	1,365,449	10,855,700	7,800,000	Other Services and Charges	6,133,050	6,133,050	4,613,050
\$ 10,668,057	\$ 8,309,459	\$ 20,086,023	\$ 17,030,323	Capital Outlay	\$ 18,399,194	\$ 18,399,194	\$ 15,679,194
\$ 2,506,919	\$ 860,224	\$ -	\$ -	NET INCREASE (DECREASE) IN FUND BALANCE FOR PERIOD	\$ -	\$ -	\$ -
22,241,668	24,748,587	24,748,587	24,748,587	ESTIMATED FUND BALANCE BEGINNING OF PERIOD	16,275,564	16,275,564	16,275,564
-	-	(8,473,023)	(5,417,323)	LESS: FUND BALANCE APPROPRIATED	(5,197,165)	(5,197,165)	(2,470,453)
\$ 24,748,587	\$ 25,608,811	\$ 16,275,564	\$ 19,331,264	ESTIMATED FUND BALANCE (DEFICIT) END OF PERIOD	\$ 11,078,399	\$ 11,078,399	\$ 13,805,111

SPECIAL REVENUE FUND PERSONNEL

<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	<u>Present</u>		<u>Requested(a)</u>		<u>Recommended</u>		<u>Adopted</u>	
	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>
Director	1	\$ 111,506	1	\$ 111,506	1	\$ 111,506	1	\$ 111,506
DDA Assistant	1	68,950	1	68,950	1	68,950	1	68,950
Temporary Clerical		35,000		50,000		50,000		50,000
Temporary Blight		75,000		75,000		75,000		75,000
Total Personnel	<u>2</u>		<u>2</u>		<u>2</u>		<u>2</u>	

(a) Wage rates are based on Local 412 Unit 35 contract that expires 6/30/24.

SPECIAL REVENUE FUND
ACTUAL, ESTIMATED, REQUESTED AND APPROVED

FY 2023 Actual Year	FY 2024 Actual to December 31	FY 2024 Estimated To June 30	FY 2024 Amended Budget December 31	<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	FY 2025 Departmental Request	FY 2025 Recommended By Mayor	FY 2025 Adopted By Council
\$ 166,096	\$ 81,394	\$ 181,160	\$ 181,160		\$ 190,938	\$ 190,938	\$ 190,938
52,721	22,054	110,000	110,000		125,000	125,000	125,000
-	-	-	-		-	-	-
-	-	2,000	2,000		2,000	2,000	2,000
18,006	8,798	23,673	23,673		25,536	25,536	25,536
26,119	17,774	91,656	91,656		95,825	95,825	95,825
26,563	13,327	26,826	26,826		26,147	26,147	26,147
2,915	4,289	8,330	8,330		8,746	8,746	8,746
3,453	2,230	7,219	7,219		6,296	6,296	6,296
300	700	700	700		800	800	800
18,631	9,546	19,941	19,941		20,879	20,879	20,879
-	-	3,000	3,000		3,000	3,000	3,000
341,323	141,425	500,000	500,000		750,000	750,000	750,000
103	49	150	150		5,000	5,000	5,000
271	121	700	700		700	700	700
784	945	1,500	1,500		1,000	1,000	1,000
2,753	-	7,800	7,800		10,000	10,000	10,000
-	-	-	-		350,000	350,000	-
120	956	3,000	3,000		3,000	3,000	3,000
419,200	215,850	431,700	431,700		444,600	444,600	444,600
14,455	-	30,000	30,000		25,000	25,000	25,000
7,700	-	12,000	12,000		12,000	12,000	12,000
-	-	-	-		7,200	7,200	7,200
-	-	-	-		1,658,020	1,658,020	1,658,020
-	-	-	-		1,000,000	1,000,000	150,000
6,124,739	6,424,552	7,768,968	7,768,968		7,494,457	7,494,457	7,494,457
3,441,805	1,365,449	10,855,700	7,800,000		6,133,050	6,133,050	4,613,050
\$ 10,668,057	\$ 8,309,459	\$ 20,086,023	\$ 17,030,323		\$ 18,399,194	\$ 18,399,194	\$ 15,679,194

SPECIAL REVENUE FUNDS
CAPITAL OUTLAYS
FISCAL YEAR 2025

<u>Department/Item</u>	<u>Departmental Request</u>	<u>Qty</u>	<u>Amount</u>	<u>Qty</u>	<u>Amount</u>	<u>Recommended By Mayor</u>	<u>Qty</u>	<u>Amount</u>	<u>Adopted By Council</u>	<u>Qty</u>	<u>Amount</u>	<u>New or Replacement Item</u>
<u>Tax Increment Finance Authority</u>												
Stephens Pocket Park	\$ 75,000					\$ 75,000			\$ 75,000			Replacement
23158 Van Dyke (Louie's Bar) Restoration	650,000					650,000			-			Replacement
Fences, Sidewalks, etc.	100,000					100,000			100,000			Replacement
Rap Match Funds	31,150					31,150			31,150			New
Public Art	25,000					25,000			25,000			New
	<u>\$ 881,150</u>					<u>\$ 881,150</u>			<u>\$ 231,150</u>			
<u>Downtown Development Authority</u>												
Fire Escape - City Hall	\$ 1,500,000					\$ 1,500,000			-			New
Historic Preservation	100,000					100,000			-			Replacement
Façade Improvement Program	150,000					150,000			150,000			Replacement
Security Camera Upgrades	500,000					500,000			500,000			Replacement
Carpeting - City Hall 4th Floor Offices	250,000					250,000			250,000			Replacement
Brick Paver Leveling & Sealing	50,000					50,000			50,000			Replacement
Parking Garage Repairs	250,000					250,000			250,000			Replacement
Christmas Lights - City Wide	60,000					60,000			60,000			Replacement
Generator - City Hall	250,000					250,000			250,000			Replacement
Atrium Furniture	10,000					10,000			10,000			Replacement
Brick Restoration - Bee Bee Building	50,000					50,000			50,000			Replacement
Presentation Hardware - Conference Room	10,000					10,000			10,000			New
Network Infrastructure Upgrade	750,000					750,000			750,000			Replacement
Wireless Upgrade	300,000					300,000			300,000			Replacement
Community Center Improvements	1,500,000					1,500,000			1,480,000			Replacement
Evidence Lab - Police	403,050					403,050			403,050			Replacement
Community Center Conference Room A	-					-			100,000			Replacement
	<u>\$ 6,133,050</u>					<u>\$ 6,133,050</u>			<u>\$ 4,613,050</u>			
Total Capital Outlay (Special Revenue Funds)	<u>\$ 9,060,200</u>					<u>\$ 9,060,200</u>			<u>\$ 6,910,200</u>			

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made by and between by De La Salle Collegiate, a Michigan nonprofit corporation (“**Seller**”), and the City of Warren, incorporated January 1, 1957, under Act 279, P.A. 1909, as amended (Home Rule Act) (“**Purchaser**”), and shall have an effective date of _____, 2024 (“**Effective Date**”).

RECITALS:

A. Seller is the owner of that certain parcel of real property, with a building and other improvements thereon, located in the City of Warren, Macomb County, Michigan, with a street address of 8777 Common Road, Warren, Michigan 48093, and as legally described on Exhibit A attached hereto and made a part hereof (“**Real Property**”);

B. The floor plan of the Real Property is also depicted (not to scale) on Exhibit B attached hereto and made a part hereof;

C. Seller is also the owner of certain personal property used and located at the Real Property and which personal property is identified on Exhibit C attached hereto and made a part hereof (“**Personal Property**”). If no Personal Property is identified on Exhibit C, then no Personal Property will be transferred to Purchaser;

D. The Real Property is subject to that certain lease (as amended), identified on Exhibit D attached hereto and made a part hereof (“**Lease**”); and

E. Upon the terms and conditions set forth below, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Real Property, the Personal Property, the Leases, the Intangible Property and the Property Contracts (collectively, the “**Property**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other and other valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the parties, intending to be bound by this Agreement, do mutually covenant and agree as follows:

ARTICLE 1 INCORPORATION BY REFERENCE

Section 1.1. Incorporation by Reference. The Preamble and the Recitals set forth above and the Exhibits referred to in this Agreement are incorporated into this Agreement as though they were fully set forth in this Agreement.

ARTICLE 2 PURCHASE AND SALE

Section 2.1. Purchase and Sale; Effective Date. Seller agrees to sell, grant, convey, transfer and assign the Property to Purchaser, and Purchaser agrees to purchase and receive the Property from Seller, including the hereditaments and appurtenances thereto, subject to and pursuant to the provisions set forth in this Agreement.

Section 2.2. Covenant Deed. The Real Property shall be sold, granted, conveyed, transferred and assigned by Seller to Purchaser by a Covenant Deed (“**Deed**”) in the form attached hereto as Exhibit E and made a part hereof.

Section 2.3. Bill of Sale and Assignment. The Personal Property shall be sold, granted, conveyed, transferred and assigned by Seller to Purchaser, with warranty of title but no other warranty, by a Bill of Sale and Assignment on a form mutually acceptable to the parties.

Section 2.4. Assignment and Assumption of Lease. The Lease shall be sold, transferred and assigned by Seller to, and assumed by, Purchaser pursuant to an Assignment and Assumption of Leases (“**Assignment and Assumption of Lease**”) in the form attached hereto as Exhibit F and made a part hereof.

ARTICLE 3 PURCHASE PRICE

Section 3.1. Purchase Price. The purchase price for the Property to be sold by Seller and purchased by Purchaser under this Agreement shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) (“**Purchase Price**”).

Section 3.2. Payment of Purchase Price. The Purchase Price shall be payable by Purchaser to Seller as follows:

A. Within three (3) business days of full execution of this Agreement, Purchaser shall deliver to First American Title Insurance Company, National Commercial Services, Attention: Michael Davidson mdavidson@firstam.com, 5445 Corporate Drive, Suite 175, Troy, MI 48098-2617 (“**Title Company**”), a deposit in the amount of _____ Thousand Dollars (\$____,000.00) (“**Deposit**”). The Deposit shall be made via cashier’s check payable to Title Company or shall be made via wire transfer. At the request of either Seller or Purchaser, the Deposit shall be placed in an interest-bearing escrow account, under the Title Company’s escrow agreement reasonably acceptable to Seller and Purchaser. The Deposit and the earnings, if any, thereon (collectively, the “**Escrow Funds**”) shall be released by Title Company as provided in this Agreement.

B. The remaining balance of the Purchase Price shall be payable by Purchaser to Seller and delivered to the Title Company by wire transfer on the Closing Date (as defined in **Section 10.1**) to be received by and available to Title Company prior to the Closing. At Closing, Title Company shall disburse to Seller, by wire transfer, the balance of the Purchase Price and any and all other funds due Seller, in accordance with this Agreement.

ARTICLE 4 DUE DILIGENCE

Section 4.1. Due Diligence Period. Purchaser shall have fourteen (14) days after the Effective Date (“**Due Diligence Period**”) to conduct, at Purchaser’s sole cost and expense, any and all non-invasive due diligence regarding the Property and to either accept the results or waive any such items, including without limitation: (i) Purchaser shall have been satisfied in all respects with the Title Commitment and Survey as described in **Section 4.2** within the time frames set forth in **Section 4.2**; (ii) Purchaser shall have been satisfied in all respects with the results of any environmental site assessments of the Property as described in **Section 4.3** within the time frames set forth in **Section 4.3**; and (iii) Purchaser shall have satisfied itself in all respects with the physical condition of the Property, and the Lease. Subject to the provisions of **Section 4.3** of this Agreement, Purchaser shall not perform any invasive testing without Seller’s consent, which consent shall not be unreasonably withheld.

Purchaser shall have the right to terminate this Agreement for any reason or no reason prior to the expiration of the Due Diligence Period and to receive a refund of the Escrow Funds only by giving written notice to Seller and Title Company of Purchaser’s decision to terminate this Agreement prior to the expiration of the Due Diligence Period (“**Due Diligence Termination Notice**”). Upon timely delivery of the Due Diligence

Termination Notice, if at all, the Title Company shall release the Escrow Funds to Purchaser without the consent or approval of Seller being necessary.

In the event Purchaser (i) does not timely deliver the Due Diligence Termination Notice, and (ii) thereafter, does not complete its purchase as provided in this Agreement for any reason whatsoever, then the Escrow Funds shall be paid by the Title Company to Seller as liquidated damages and as Seller's sole remedy, all other remedies being hereby waived by Seller. In the event the sale described in this Agreement is consummated, the Escrow Funds shall be applied towards the Purchase Price.

Purchaser assumes full responsibility and liability for and agrees to indemnify, defend and hold Seller harmless from any and all claims, fees, costs or expenses (including without limitation, reasonable attorneys' fees) of any kind whatsoever, arising out of any injury to any person (whether employees or agents of Purchaser or otherwise) and to any damages to any property, real or personal, arising solely from any or all of Purchaser's inspections of the Property or other access to the Property prior to Closing. Purchaser shall not disclose the results of any inspections, tests or audits to any third party (other than to Purchaser's employees, lenders, investors, attorneys or other advisors who agree to maintain such information as Confidential Information as required herein) or, except as required by applicable legal requirements, or governmental authority without the express written consent of Seller and such information shall be deemed to be Confidential Information as defined in **Section 13.1** hereof. If Purchaser is compelled by either law or by government, it shall first give notice to Seller and the right and opportunity to intervene prior to such disclosure.

Section 4.2. Title Matters. On or before the Effective Date, Seller shall promptly order a commitment ("**Title Commitment**") to issue an owner's title insurance policy for the Real Property from Title Company. Seller shall deliver the Title Commitment, together with all documents listed as exceptions in Schedule B of the Title Commitment (or links thereto), to Purchaser as soon as available. In addition, Purchaser shall, at its sole expense, have the right to obtain an ALTA/NSPS survey ("**Survey**") of the Real Property in form and substance satisfactory to Purchaser and prepared by a surveyor acceptable to Purchaser. The Title Commitment and the Survey are subject to review and approval by Purchaser within ten (10) days (but in no event later than the Due Diligence Period) after Purchaser's receipt of the Title Commitment and the Survey (if ordered by Purchaser). If Purchaser objects to any such title exceptions or survey matters ("**Unpermitted Encumbrances**"), Purchaser must deliver written notice of any such objection to Seller within such ten (10) day period ("**Objection Notice**"). Any and each such title exception or survey matter to which Purchaser does not object in writing to Seller within such ten (10) day period shall thereafter constitute a "**Permitted Encumbrance**". In addition, the following shall be deemed to be Permitted Encumbrances: (1) real property taxes, to the extent not yet due and payable; (2) liens, exceptions or restrictions or other matters caused or created by Purchaser, its affiliates, agents, employees or contractors; (3) any state of facts shown on the Survey if not objected to by Purchaser (as provided for herein), or if no Survey is obtained by Purchaser, any state of facts which would have been shown on a current ALTA/NSPS survey of the Property; (4) laws, regulations, ordinances, (including, without limitation, zoning regulations), and any violations thereof; and (5) the Lease but without any right or option to purchase the Property or any part thereof, to the extent contained in the Lease. Upon Seller's receipt of the Objection Notice, Seller shall then have a five (5) day period in which to cause (at Seller's option and without obligation) the removal or correction of the Unpermitted Encumbrances (it being understood that Seller may, but shall not be required to, remove any Unpermitted Encumbrance). If Seller fails to cause the removal or correction of the Unpermitted Encumbrances within said five (5) day period, Purchaser may elect, upon written notice to Seller to be received by Seller within five (5) days after the expiration of such five (5) day period, to accept title as it then is, in which event all exceptions in Schedule B of the Title Commitment, including without limitation, the Unpermitted Encumbrances set forth in the Objection Notice and not removed or corrected by Seller, shall become Permitted Encumbrances (unless removed or corrected by Purchaser, at Purchaser's sole cost). In all events, and without regard to whether the same are identified in the Objection Notice, Seller shall be obligated to pay all real estate taxes which became or are due and payable on or before the date of Closing (regardless of when assessed), and all liens and encumbrances of a definite or ascertainable amount. Further, and without regard to whether the same are identified in the Objection Notice, the Seller shall be obligated to satisfy those requirements or conditions to the issuance of the policy of title insurance in the Title Commitment

which relate to Seller's organization and authority as well as such affidavits which the Title Company requires to delete the so-called standard exceptions (excepting only those standard exceptions which can only be eliminated with a current survey, agreeing that the Seller will execute and deliver such affidavits of no change (to the extent applicable) which the Title Insurance Company may require and accept as a condition to deleting survey exceptions if the Title Insurance Company will rely upon a survey which is not current or has not been updated). If Purchaser does not elect in writing within such five (5) day period to accept all such Unpermitted Encumbrances in accordance with the foregoing provisions, this Agreement shall terminate (as Purchaser's sole remedy for Seller's failure to remove or correct such Unpermitted Encumbrances), Title Company shall return the Escrow Funds to Purchaser and, except as otherwise expressly provided in this Agreement, neither party shall have any further rights or obligations under this Agreement. The cost of the title search, the issuance of the Title Commitment and the cost of the owner's title insurance policy shall be paid by Seller, provided that such cost does not exceed the cost of a basic ALTA 2006 owner's policy of title insurance without standard exceptions. Seller's obligation to obtain such a policy without standard exceptions shall be limited to Seller's execution of the Title Company's Owner's Affidavit, in a form reasonably acceptable to Seller. Seller shall not be obligated to remove any standard exceptions which cannot be removed without the receipt of the Survey but shall be obligated to deliver a no change affidavit if such exceptions can be removed with reliance upon a survey which is not a current survey. Purchaser shall pay and be solely responsible for any extended or additional coverages or endorsements desired by Purchaser, or required by Purchaser's lender, if any.

Section 4.3. Environmental Matters. Purchaser, at its sole cost and expense, shall have the right to cause a Phase I Environmental Site Assessment ("**Phase I**") to be performed on the Real Property. If the Phase I recommends a Phase II Environmental Site Assessment ("**Phase II**"), then Purchaser, at Purchaser's sole cost and expense, shall have the right to cause a Phase II to be performed on the Real Property, subject to Seller's approval as to the location of any invasive testing, such approval not to be unreasonably withheld or delayed (or otherwise in conflict with the recommendation of Purchaser's environmental consultant).

ARTICLE 5 PROPERTY DOCUMENTS AND CONTRACTS

Section 5.1. Property Documents. Within ten (5) business days of Purchaser's written request therefor, Seller shall provide copies to Purchaser for review in connection with Purchaser's due diligence pursuant to **Article 4**, such documents in Seller's possession (if any) related to the physical and financial condition of the Property (collectively, "**Property Information**"). Seller shall have the right to accompany Purchaser during visits to the Property. All Property Information and other materials relating to any inspections, investigation, interviews of employees or agents of Seller's regarding the Property or other due diligence performed at the Property shall be deemed Confidential Information that is subject to Purchaser's obligations regarding Confidential Information pursuant **Section 13.1** hereof.

Section 5.2. Termination of Property Contracts. On or before the Closing Date, Seller shall terminate any maintenance and other service contracts (including, without limitation, any property management contracts) between Seller and any third-party relative to the Property. Simultaneous with the completion of Closing, Seller shall issue to the Tenant under the Lease, a ninety (90) day notice terminating the Lease in accordance with Section 2 of the Lease ("**Tenant Notice Letter**").

ARTICLE 6 COSTS

Section 6.1. Title Costs. Seller shall be responsible for all of the costs and expenses related to the title exam and search, Title Commitment and the cost of the owner's title insurance policy as set forth above in **Article 4**.

Section 6.2. Other Costs. The cost of any state and county transfer taxes shall be paid by Seller. All recording fees and expenses related to the filing of the Deed shall be paid by Purchaser and all recording fees

and expenses related to the filing of the mortgage and other lender documents (if any), or requirements by Purchaser (or its lender, if any) which are in addition to Seller's obligations herein shall be paid by Purchaser. The escrow fee (including any document preparation or closing fee), if any, charged by Title Company shall be split equally between Purchaser and Seller. The cost of the Survey shall be paid by Purchaser.

ARTICLE 7 POSSESSION

Section 7.1. Possession. Seller shall deliver possession of the Property to Purchaser at Closing, subject to (a) the Lease, (b) the Permitted Encumbrances, and (c) Seller's irrevocable right to continue to utilize the Property, free of charge, for its normal school activities at the Property during the 2024 – 2025 academic year, which right shall survive the Closing.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AND PURCHASER

Section 8.1. Seller's Representations and Warranties. Seller hereby represents, warrants and covenants to Purchaser that as of the date of this Agreement and as of the Closing Date:

A. Seller is a nonprofit corporations validly existing and in good standing under the laws of the State of Michigan and Seller has all requisite power and authority to own and sell the Property.

B. The execution and delivery and performance of this Agreement by Seller has been duly and validly authorized by Seller's executive committee, subject to approval by Seller's Board of Directors and the La Salle District of Eastern North America ("DENA").

C. None of the Seller or any of its officers, directors, or shareholders or any constituent entity holding an interest in any of the foregoing is a person or entity that: (1) is listed in the Annex to, or otherwise subject to the provisions of Executive Order No. 13224 dated September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (2) is named as a "Specially Designated National and Blocked Person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf>; (3) is owned or controlled by, or acting for or on behalf of, any person listed in the Annex to, or otherwise subject to the provisions of, the Executive Order; or (4) is (i) making or receiving any contribution of funds, goods or services to or for the benefit of any person listed in the Annex to, or otherwise subject to the provisions of, the Executive Order, (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order.

D. EXCEPT AS PROVIDED IN THIS AGREEMENT TO THE CONTRARY, POSSESSION OF THE REAL PROPERTY SHALL BE DELIVERED BY SELLER TO PURCHASER IN ITS "AS IS" CONDITION. EXCEPT AS PROVIDED IN THIS AGREEMENT TO THE CONTRARY, POSSESSION OF THE PERSONAL PROPERTY, IF ANY, SHALL BE DELIVERED BY SELLER TO PURCHASER IN ITS "AS IS," "WHERE IS" CONDITION AND WITH ANY AND ALL FAULTS AND LATENT AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY SELLER. SELLER HAS NOT MADE AND DOES NOT MAKE AND HEREBY SPECIFICALLY DISCLAIMS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS CONDITION (INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, SUITABILITY OR

FITNESS FOR ANY PARTICULAR PURPOSE), ITS SQUARE FOOTAGE, ITS COMPLIANCE WITH HAZARDOUS SUBSTANCE LAWS (as hereinafter defined) OR OTHER LAWS, ITS ENVIRONMENTAL CONDITION, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, AND SELLER HEREBY DISCLAIMS AND RENOUNCES ANY OTHER REPRESENTATION OR WARRANTY. IN ADDITION, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN BE ACCOMPLISHED THROUGH PURCHASER'S OR SELLER'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF THE CITY OR COUNTY IN WHICH THE PROPERTY IS LOCATED, OR ANY OTHER GOVERNMENTAL OR MUNICIPAL AUTHORITIES, BOARDS OR ENTITIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND DOCUMENTS TO BE DELIVERED AT CLOSING) SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY ORDINANCE, SAFETY CODE OR REGULATION OF THE STATE, COUNTY, CITY OR TOWNSHIP IN WHICH THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) PURCHASER HAS INSPECTED, AND WILL INSPECT FURTHER, THE PROPERTY AND ACCEPTS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS". PURCHASER ACKNOWLEDGES AND AGREES THAT (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) SELLER DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (as hereinafter defined) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY HAZARDOUS SUBSTANCE LAWS (as hereinafter defined).

E. There is no proceeding or action pending or, to the actual knowledge of Seller, threatened by any person or any Governmental Authority regarding Hazardous Substances on the Property. The foregoing notwithstanding, the parties acknowledge and agree that under MCL §324.20116(1), Seller must disclose to Purchaser whether the Property is a "facility." Seller hereby discloses to Purchaser that to Seller's actual knowledge and without investigation the Property is not a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL §324.20101 et seq. In the event that Seller or Purchaser shall obtain a new Phase I or Phase II environmental site assessment of the Property prior to Closing, Seller's disclosure herein will be deemed modified by the contents of such Phase I and/or Phase II.

Section 8.2. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller that, as of the date of this Agreement and as of the Closing Date:

(A) The undersigned has all authority necessary to bind Purchaser to the terms and conditions of this Agreement in accordance with the charter, laws, ordinances and regulations of the City of Warren, and the execution, delivery and performance of this Agreement by Purchaser has been duly and validly authorized in the manner required by the charter, laws, ordinances and regulations of the City of Warren, and this Agreement is a valid and binding obligation of Purchaser, enforceable according to its terms.

(B) None of the Purchaser or any of its members, officers, directors, or shareholders or any constituent entity holding an interest in any of the foregoing is a person or entity that: (1) is listed in the Annex to, or otherwise subject to the provisions of Executive Order No. 13224 dated September 24, 2001, and relating

to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the “Executive Order”); (2) is named as a “Specially Designated National and Blocked Person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf>; (3) is owned or controlled by, or acting for or on behalf of, any person listed in the Annex to, or otherwise subject to the provisions of, the Executive Order; or (4) is (i) making or receiving any contribution of funds, goods or services to or for the benefit of any person listed in the Annex to, or otherwise subject to the provisions of, the Executive Order, (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order.

Section 8.3. Survival. All representations, warranties and covenants of the Seller and Purchaser shall survive the filing of the Deed for a period of six (6) months from the date of Closing.

ARTICLE 9 ENVIRONMENTAL MATTERS.

Section 9.1 Environmental Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

A. **“Hazardous Substance Laws”** shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended), the Federal Water Pollution Control Act, the Federal Insecticide, Rodenticide and Fungicide Act, the Clean Air Act, any so-called, Federal, State or Local “Superfund” or “Superlien” statute, or any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substance Laws.

B. **“Hazardous Substances”** shall mean and include the Contaminants (as defined in **Section 8.1 N** of this Agreement) and those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws.

ARTICLE 10 CLOSING AND PRORATION

Section 10.1. Closing. As used in this Agreement, the **“Closing Date”** shall be fifteen (15) days after the date on which the Due Diligence Period ends as the same may be extended under mutual agreement of the parties. The closing (**“Closing”**) of this Agreement shall take place at the offices of Title Company, provided, that either party may elect to deposit monies and documents with the Title Company in escrow in lieu of actual physical attendance at the Closing.

Section 10.2. Proration Date. As used in this Agreement, the **“Proration Date”** shall be 12:01 a.m. on the Closing Date, and for purposes of prorating income and expenses, Purchaser shall be deemed to own the Property on the Closing Date.

Section 10.3. Closing Deliveries. All matters to be performed under this Agreement shall be performed concurrently on the Closing Date and shall consist of the following transactions, all of which shall be

deemed as having taken place simultaneously and none of which shall be deemed to occur until all have been completed:

- A. Seller will at Closing deliver or effect the following:
- (i) Delivery to Purchaser of the Deed to the Property;
 - (ii) Delivery of the Bill of Sale and Assignment required under **Section 2.3** of this Agreement;
 - (iii) Delivery to Purchaser of a counterpart of the Assignment and Assumption of Leases, and the Tenant Notice Letter;
 - (vii) Such affidavits and/or lien waivers from Seller, in form acceptable to Seller and the Title Company, as may be required by the Title Company to issue the title policy required in accordance with **Section 4.2**;
 - (viii) Such evidence or documents as may reasonably be required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, including documentation from Seller's Board of Directors and DENA evidencing Seller's authority to convey the Property pursuant to this Agreement; and
 - (ix) Such other and additional documents, instruments, deliveries and filings as may be required by law or as in the reasonable opinion of Seller's and Purchaser's counsel and the Title Company are reasonably necessary to the proper consummation of this transaction.
- B. Purchaser will at Closing deliver or effect the following:
- (i) Delivery to Seller of the Purchase Price, adjusted for the Deposit and any credits, charges and prorations contemplated by this Agreement;
 - (ii) Delivery to Seller of a counterpart of the Assignment and Assumption of Lease;
 - (iii) Such evidence or documents as may reasonably be required by the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property; and
 - (iv) Such other and additional documents, instruments, deliveries and filings as may be required by law or as in the reasonable opinion of Seller's and Purchaser's counsel and the Title Company are reasonably necessary to the proper consummation of this transaction.
- C. Prorations and Other Charges and Apportionments:
- (i) Seller and Purchaser acknowledge that the Property is exempt for real property taxes and therefore there will be no proration of property taxes at Closing.
 - (ii) In general, and except as provided in this Agreement or the closing documents, the Seller shall be entitled to all income, and shall pay all expenses, relating to the operation of the

Property for the period prior to the Closing Date, and the Purchaser shall be entitled to all income, and shall pay all expenses, relating to the operation of the Property for the period commencing on and after the Closing Date. With respect to the month in which the Closing Date occurs, Purchaser shall be entitled to a credit for rents for the Closing Date and each subsequent day of such month (and if rent has been prepaid through the date of such prepayment), to the extent such rents have actually been received by Seller from the Tenant under the Lease (if not paid as of Closing, such amounts shall be pro-rated between Seller and Purchaser as of the Closing Date upon receipt of same). Purchaser shall be credited with the amount of any security deposit held by Seller pursuant to the Lease.

ARTICLE 11 CONDEMNATION AND DAMAGE BY CASUALTY

Section 11.1. Condemnation. Notwithstanding any contrary or ambiguous provision of this Agreement, if all of the Real Property is or is proposed to be taken or condemned by any public authority between the Effective Date and the Closing Date, Purchaser agrees to close the sale and Purchase on or before the date on which any such Condemnation becomes effective.

Section 11.2. Casualty. If the Real Property suffers damage, which is reasonably estimated by Seller to cost more than twenty-five percent (25%) of the Purchase Price to repair, as a result of any casualty prior to the Closing Date, Purchaser may elect, by written notice delivered to Seller prior to the scheduled Closing Date, to:

- i. To terminate this Agreement by written notice to Seller, in which event this Agreement shall become null and void and thereafter neither party shall have any liability or obligation to the other except that the Escrow Funds shall be refunded or returned to Purchaser; or
- ii. To take title to the remaining portion of the Real Property without abatement of Purchase Price, in which event the Purchaser shall receive all insurance proceeds (and Seller shall cooperate with Purchaser in its pursuit of any insurance claims post-closing) resulting from such casualty and Seller shall pay to Purchaser the amount of any deductible.

In the event the damage is reasonably estimated to cost twenty-five percent (25%) or less, then subparagraph (ii) above shall apply. All risks of loss are borne by Seller prior to Closing.

ARTICLE 12 MISCELLANEOUS

Section 12.1. Notices. All notices required or permitted hereunder shall be in writing and deemed given if sent by (i) certified or registered mail, return receipt requested; (ii) by a nationally recognized overnight courier service (provided that a receipt is given); or (iii) by email, and confirmed by delivering a copy of email notice by another permitted means, provided that such notice shall be deemed effective upon transmittal (not upon dispatch or receipt of a copy). All notices required or permitted hereunder shall be addressed as follows:

To Seller: De La Salle Collegiate
Attention: _____
14600 Common Road
Warren, MI 48088-3387
Email: _____

With copy to: McDonald Hopkins PLC

Attention Patrick A. Karbowski, Esq.
39533 Woodward Avenue, Suite 318
Bloomfield Hills, Michigan 48304
Email: pkarbowski@mcdonaldhopkins.com

To Purchaser:

With copy to:

Section 12.2. Entire Agreement. This Agreement, including the attached Exhibits, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede all previous negotiations, commitments, writings or agreements of sale.

Section 12.3. Amendment. This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by each of the parties hereto or their duly appointed officers or representatives. The failure of any party to enforce at any time any of the provisions of this Agreement shall in no way be a waiver of such provision or in any way affect the validity of this Agreement or any part of this Agreement or the right of any party thereafter to enforce each and any such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach of this Agreement.

Section 12.4. Headings. The captions and headings appearing in this Agreement are inserted only as a matter of convenience and as a reference and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

Section 12.5. Brokers. Seller and Purchaser each represents and warrants to the other that they have not dealt with, or entered into any agreement with, any real estate broker, agent, finder, or any party in connection with the transaction contemplated hereby other than Pilot Property Group, whose commission is governed by a separate agreement with Seller. Each party hereby indemnifies and agrees to hold the other party harmless from any lien, loss, liability, damage, cost, or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by the other party by reason of a breach of the representation and warranty or any agreement made by such indemnifying party under this Section 12.5. The provisions of this Section 10 will survive for a period of six (6) months after the Closing Date.

Section 12.6. Computation of Time Period. Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter.

Section 12.7. Counterparts. This Agreement may be executed in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) by e-mail (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 *et seq.*) and, when taken together, shall be considered an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

Section 12.8. Binding. This Agreement shall be binding upon the parties, and their respective successors and permitted assigns. Seller agrees that Purchaser may assign this Agreement and its rights under this Agreement to an entity controlled by or affiliated with Purchaser.

Section 12.9. Severability. If any term or provision of this Agreement or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 12.10. Failure to Comply. If Seller defaults under this Agreement, Purchaser may, not less than ten (10) days after Purchaser's written notice to Seller detailing the alleged default, and provided that Seller has not cured said default within such ten (10) day period: (a) terminate this Agreement, in which event Purchaser shall be entitled to the return by the Title Company of the Escrow Funds or (b) bring a suit for specific performance, provided that such suit for specific performance is filed and served upon Seller within the earlier to occur of (i) ten (10) days from the Closing Date or (ii) thirty (30) days from the date of Seller's default, Purchaser waiving the right to bring suit at any later date. In the event of a default by Purchaser of this Agreement, Seller, not less than ten (10) days after Seller's written notice to Purchaser detailing the alleged default, and provided that Purchaser has not cured said default within such ten (10) day period, shall be entitled to the Escrow Funds as liquidated damages, which liquidated damages shall be Seller's sole and exclusive remedy.

ARTICLE 13 CONFIDENTIALITY AND NON-DISCLOSURE

Section 13.1. Confidentiality and Non-Disclosure. Except as otherwise required by law, Purchaser and Seller each acknowledges that the existence of this Agreement, and any and all of the documents, materials, information, and/or findings provided to or obtained by Purchaser regarding the Property ("**Confidential Information**") are proprietary and confidential in nature. Except as otherwise provided herein, Purchaser agrees not to disclose the Confidential Information to any party outside of Purchaser's, Seller's, Purchaser's affiliates', or Seller's affiliates' organizations except to Purchaser's and Seller's respective agents, attorneys, accountants, lenders, or advisors (collectively, "**Permitted Outside Parties**"). Purchaser further agrees that the Confidential Information shall be disclosed and exhibited only to those persons within Purchaser's organization, or to the Permitted Outside Parties who have been made aware of the confidentiality of such information as required herein. Seller agrees that the existence of this Agreement shall be disclosed and exhibited only to those persons within Seller's organization, or to the Permitted Outside Parties who have been made aware of the confidentiality of such information as required herein. Notwithstanding anything to the contrary contained in this Agreement (or in any document or instrument related to this Agreement), at any time after the Effective Date, Purchaser, Seller, and/or the Permitted Outside Parties shall be permitted to disclose any Confidential Information as may be requested by governmental inquiry, or required by subpoena, court order, or as otherwise may be required by law or regulation. Notwithstanding anything contained herein to the contrary "**Confidential Information**" shall not include information that (i) was, is or becomes publicly available through the acts of a Party other than the Party alleged to have disclosed the Confidential Information in violation of this Section, or (ii) was provided to Purchaser, Seller, or any Permitted Outside Parties by a third party on a non-confidential basis. The non-disclosure and confidentiality requirements set forth in this **Section 13.1** shall terminate at Closing but shall survive any termination of this Agreement. In addition to any other remedies available to Seller or Purchaser, Seller or Purchaser shall have the right to seek equitable relief, including, without limitation, injunctive relief or specific performance, against the other in order to enforce the provisions of this **Section 13.1**.

[Signatures on the following page]

[Reminder of page intentionally blank]

ACCORDINGLY, the parties have executed this Agreement on the day and in the year indicated below, to be effective on the Effective Date.

“Seller”:

De La Salle Collegiate
a Michigan nonprofit corporation

By: _____
Name: _____
Title: _____
Dated: _____, 20__

“Purchaser”:

_____,
a Michigan _____

By: _____
Name: _____
Title: _____
Dated: _____, 20__

[Signature Page to Purchase and Sale Agreement]

EXHIBIT A

Legal Description of Real Property

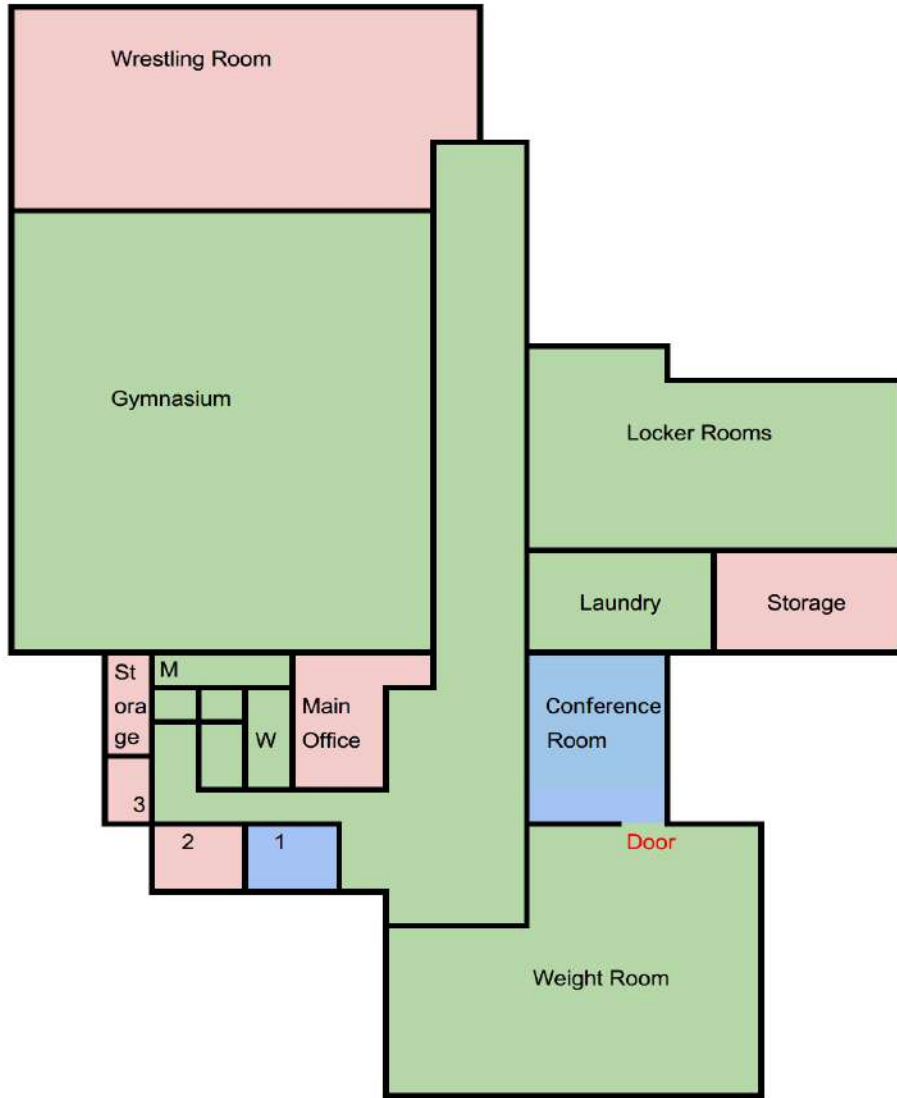
[INSERT LEGAL DESCRIPTION FROM TITLE COMMITMENT]

Commonly known as 8777 Common Road, Warren, Michigan 48093
Tax parcel numbers: 13-10-183-001 and 13-10-183-005

DRAFT

**EXHIBIT B
(Floor Plan of Real Property)**

BROTHER ROBERT ACTIVITY CENTER



KEY
Leased Premises
Shared Space
DLS Exclusive

*not to scale

EXHIBIT C
(Personal Property)

None.

DRAFT

EXHIBIT D

(the “Lease”)

Lease dated January 30, 2021 between Seller and HQ, Inc., as amended by that First Amendment to Lease Agreement having an effective date of June 1, 2022.

DRAFT

EXHIBIT E

COVENANT DEED

THE GRANTOR:
WHOSE ADDRESS IS:

CONVEYS AND COVENANTS
TO THE GRANTEE:

WHOSE ADDRESS IS:

the land situated in the _____, Macomb County, Michigan, with a street address of _____, MI 48____, more fully described on Exhibit A attached to this Deed, together all improvements thereon and all rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent roads, alleys, rights-of-way, and easements ("**Property**"), subject to existing building and use restrictions and easements, of record, and zoning ordinances, if any, and taxes and assessments not yet due and payable.

The Grantor covenants and agrees that Grantor has not done, committed, or willingly or willfully suffered to be done or committed, any act matter or thing whatsoever, whereby the Property conveyed, or any part thereof, is or shall or may be charged or encumbered in title or estate, and Grantor shall defend title to the Property from and against all lawful claims and demands of all persons claiming by, through, or under the Grantor, but against no other persons.

This Deed is given for the consideration set forth in the Real Estate Transfer Tax Valuation Affidavit filed with this Deed.

[The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended ("**Act**"). The Grantors make no representation or warranty regarding the number, extent or nature of the division rights owned or transferred by the Grantor to the Grantee.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.]

Effective as of _____, 20____.

a Michigan limited liability company

By: _____

Name: _____*

Exhibit E

Its: _____

**STATE OF MICHIGAN }
COUNTY OF MACOMB}**

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of _____, a Michigan limited liability company, who is personally known by me, or who provided sufficient evidence of identification to me.

*Notary Public

_____ County, Michigan

My Commission Expires: _____

DRAFTED BY:

WHEN RECORDED, RETURN AND SEND SUBSEQUENT
TAX BILLS TO:

WITHOUT OPINION AS TO TITLE

GRANTEE

*Type or print name in black ink beneath signature

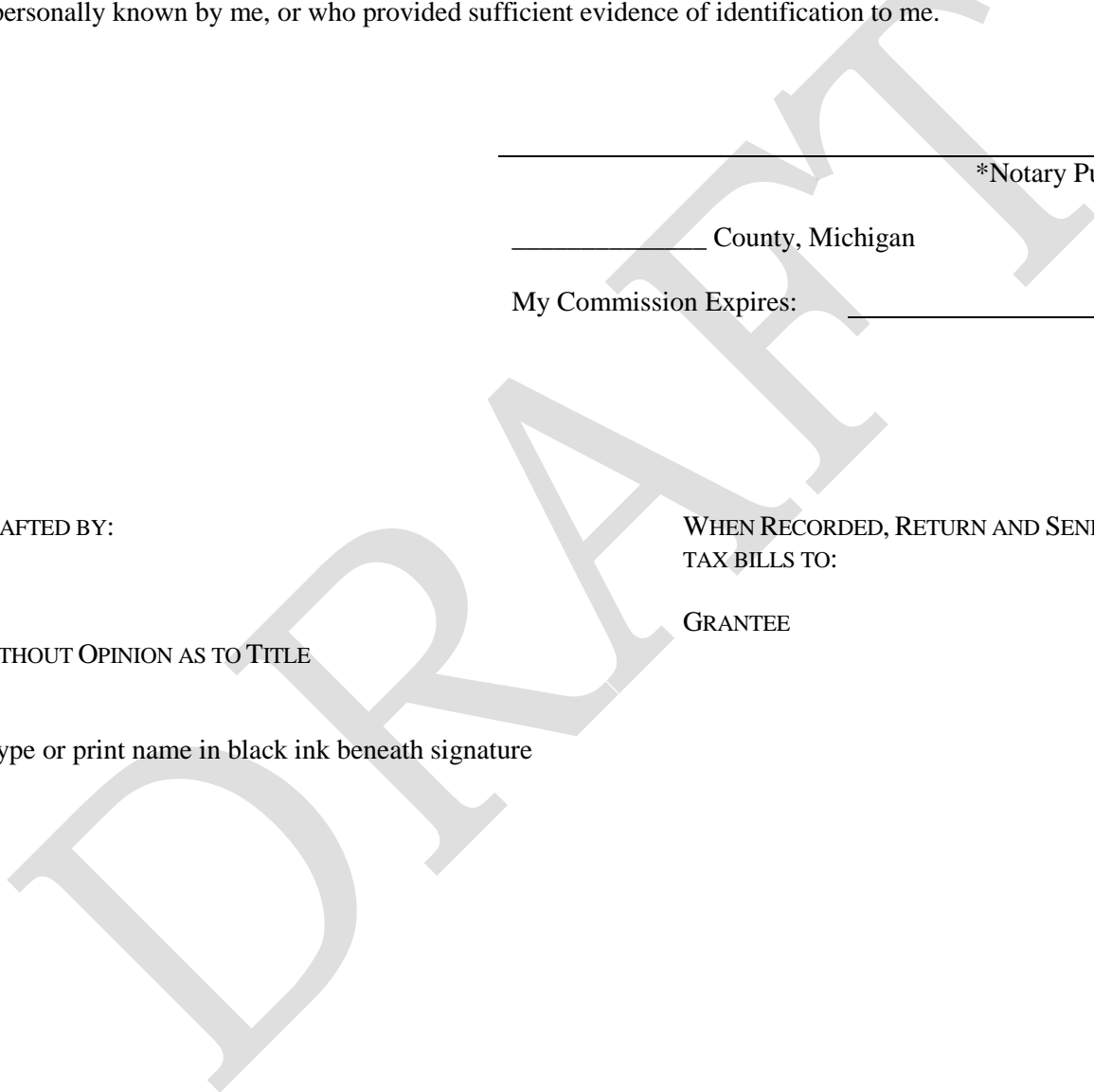


EXHIBIT A
(LEGAL DESCRIPTION)
[to be attached]

DRAFT

EXHIBIT B

“PERMITTED EXCEPTIONS”

DRAFT

EXHIBIT F

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Leases (the "Assignment") dated as of _____, 20__ (the "Effective Date"), is made by and between _____, LLC, a Michigan corporation, as assignor ("Assignor") and _____, as assignee ("Assignee").

RECITALS

WHEREAS, Assignor and _____ as assignee of _____, entered into that certain Purchase Agreement dated _____, 20__ (the "Purchase Agreement") regarding the purchase and sale of _____, MI 48__ and certain other assets (collectively, the "Property"); and

WHEREAS, Assignor is the landlord under certain lease agreements (collectively, the "Leases") identified on Exhibit A attached hereto and made a part hereof regarding Assignor's leases of the property to certain tenants;

WHEREAS, the Purchase Agreement requires the Assignor and Assignee to execute and deliver this Assignment.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

A. Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the Leases and delegates unto Assignee all of Assignor's duties and obligations under the Leases; TO HAVE AND TO HOLD the same for the unexpired term of the Lease.

B. Assignee acknowledges that it has examined and is familiar with all of the terms and provisions of the Leases, Assignee hereby assumes each and every obligation in the Lease to be performed by Assignor, after the Effective Date. Assignee shall not assume any of Assignor's obligations or liabilities under the Leases that accrued or matured prior to the Effective Date.

C. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, causes of action, damages, losses, costs of attorneys' fees suffered or incurred by Assignee relating to liabilities and obligations of Assignor under, in respect of or related to the Leases, or any act or omission of Assignor in connection with the Leases, arising, accruing or occurring prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, causes of action, damages, losses, costs of attorneys' fees suffered or incurred by Assignor relating to liabilities and obligations of Assignee under, in respect of or related to the Leases, or any act or omission of Assignee in connection with the Leases, arising, accruing or occurring on or after the Effective Date.

D. This Assignment may be executed in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) by e-mail (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

[Balance of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

_____, LLC
a Michigan limited liability company

a _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

DRAFT

EXHIBIT A
(the Lease)
[to be inserted]

DRAFT

DRAFT

Exhibit ____



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

(586) 574-4600

FAX (58) 574-4614

www.cityofwarren.org

DATE: MAY 29, 2024

TO: TOM BOMMARITO, DOWTOWN DEVELOPMENT AUTHORITY (DDA DIRECTOR)

SUBJECT: INCREASE OF AWARD OF BID ITB-W-0912; CONSTRUCTION PROJECTS FOR FIRE STATION #1 AND FIRE STATION #5

RECOMMENDATION:

Members of the Oversight Committee for the construction of Fire Stations #1 and #5 recommend that the initial award of \$16,446,478.55 to Brivar Construction Company (Brivar), 9325 Maltby Road, Brighton, MI 48116 be increased by \$1,233,517.89 for the construction of a two new fire stations.

FUNDING:

Funds are available in the DDA Bonds, Series 2023

ITEM	DESCRIPTION	OCOR	FS1	FS5	AMOUNT
1.	Additional Contingency Amount		X	X	\$ 550,000.00
2.	Soil Removal/Replacement	1		X	\$ 67,692.00
3.	Rain Garden	10	X	X	\$ 147,227.97
4.	Site Drainage	14		X	\$ 30,050.67
5.	Project Delays (estimated)		X		\$ 150,000.00
6.	Project Delays (estimated)	21		X	\$ 72,608.20
7.	Engineered Fill above Sanitary (option 1.A)	22	X		\$ 126,262.29
8.	Permeable Pavers	23	X		\$ 89,676.76
TOTAL RECOMMENDED INCREASE:					\$1,233,517.89

PER ITEM EXPLANATION FOR INCREASING AWARD AMOUNT:

1. Additional Contingency Amount - Station 1 & Station 5

During the August 16, 2023 DDA Meeting, the DDA Board approved an award of \$16,446,478.55 to Brivar for the construction of two (2) new fire stations for the City. During that meeting, there was discussion to add contingency funds in the total amount of \$800,000.00 to cover unforeseen costs to the project. This amount represented approximately 5% of the total estimated construction cost, which is typically the percentage used to cover contingency funds. These funds would then be used to cover costs that were unknown at the time of award. The \$800,000.00 requested amount was discussed, but never officially brought in front of the DDA Board for approval.

The \$800,000.00 amount is now being reduced to \$550,000.00, as some of the items listed above would come from the \$800,000.00. The City is confident that the \$550,000.00 added contingency will cover any additional contingency costs that may arise for the two fire stations.

2. Soil Removal/Replacement – Station 5

For Fire Station #5, the topsoil exceeded the Soil Boring Report thickness of 3" – 5" to up to 18" in multiple locations. This topsoil had to be removed and replaced with Class II Sand. This resulted in 1,103 CY of topsoil being removed from the site and 952.88T of Class II Sand.

3. Rain Garden – Station 1 & Station 5

Due to new storm water standards, both Fire Station sites need to have a rain garden installed. This was not included in the initial project scope.

4. Site Drainage – Station 5

This work is to install proper drainage to two (2) homes located on the west side of Fire Station 5. It involves furnishing and installing two (2) 24" catch basins and 6" piping with clean out. It also involves lawn and irrigation restoration to the homeowner's property. This is being done to alleviate the standing water issues that the homeowner's have been experiencing. This was not included in the initial project scope.

5. Project Delays – Station 1

There are a number of cost impacts to the City due to the delays in getting DTE to relocate its utility poles on this site. Due to the delay, Brivar, the construction contractor and its subcontractors were unable to continue work on the site because the utility poles run across the area where the station is to be constructed. This resulted in mobilization, labor, material storage, mason, structural steel, pre-cast, electrician fees, etc. Utility poles are scheduled to be relocated in July, 2024. Once the poles have been relocated, work will be able to start up again. At this time, there is no clear cost impact to the delays, as the City is still in a holding pattern.

6. Project Delays – Station 5

There are a number of cost impacts to the City due to the delays in getting DTE to relocate its utility poles on site. Due to the delay, Brivar, the construction contractor and its subcontractors were unable to continue work on the site because the utility poles run across the area where the station is to be constructed. This resulted in mobilization, labor, material storage, mason, structural steel, pre-cast, electrician fees, etc. Utility poles were relocated near the end of April, 2024, which allowed work to start up again.

7. Engineered Fill above Sanitary (option 1.A) – Fire Station 1

An existing sanitary 24" line was discovered on the site after the initial project was awarded, which needed to have all fill material removed and backfilled flowable grout for ten (10) feet of excavation and provide Class II sand for the remainder of the backfill. Grout had to extend laterally through the zone of influence of the footings. In addition, it is required that the fill material above the existing sanitary sewer needed to be removed and replaced.

8. Permeable Pavers – Station 1

The decision was made by the City to have permeable pavers installed in the area between the Civic Center South Library (Maybelle Burnette Library) and Fire Station #1. This will allow the City to use this area as an overflow parking area, when needed, during special events such as car shows, library events, etc. The area will look like a grassy area, but will have

permeable pavers installed under the grass area that will be have the capacity of holding vehicles while having proper drainage. This was not included in the initial project scope.

Respectfully Submitted,



Craig Treppa
Purchasing Agent



Mark Knapp
Assistant City Controller

CITY OF WARREN
DOWNTOWN DEVELOPMENT AUTHORITY
MINUTES OF THE BOARD

Meeting held on August 16, 2023

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, August 16, 2023.

Present:

Mayor James R. Fouts
Oscar Zamora
Michael Wiegand
Nicholas Lavdas
Gregory Jackson

Absent:

Tom Petzold
Hank Riberes
Joseph Vicari

1. Call to Order

Mayor James Fouts called the meeting to order at 3:18 pm.

2. Roll Call

Mayor James Fouts took roll call of present members.

MOTION:

A motion was made by Mr. Zamora and supported by Mr. Jackson to excuse the absent members from the meeting.

No opposition, the motion passed

3. Adoption of Agenda

MOTION:

A motion was made by Mr. Jackson and supported by Mr. Lavdas to adopt the August 16, 2023, agenda.

No opposition, the motion passed

4. Audience Participation

5. Approval of Minutes (June 7, 2023)

MOTION:

A motion was made by Mr. Lavdas and supported by Mr. Zamora to approve the minutes for the June 7, 2023 DDA meeting.

No opposition, the motion passed

6. Old Business

- A. Request for Change Order to Carey and Paul Group PO#2425416 – Sponge, National Act (Tom Bommarito [pg. 6])

Tom Bommarito informed the board that we are requesting additional funding for the C&P Group management fee which was not factored into the original request for funding.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Lavdas, to approve the change order by adding an additional \$1,400.00 to PO#2425416, making the grand total \$8,400.00 for Carey & Paul Group - Sponge, National Act.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Lavdas	Yes
Mr. Jackson	Yes
Mr. Zamora	Yes
Mayor Fouts	Yes

No opposition, the motion passed

7. New Business

- A. Entertainment for Warren Birthday Bash – Carey & Paul Group (Tom Bommarito/Dino Turcato [pg. 7])

Tom Bommarito stated that this item is for all the bands/entertainment at the 2023 Birthday Bash. Mr. Jackson then asked why Sponge was separate from this motion since they are both through Carey and Paul. Mr. Bommarito then informed the board that this item had to go through a slightly different approval process than the other Carey and Paul entertainment items.

MOTION:

A motion was made by Mr. Jackson, supported by Mr. Wiegand, to hire Carey & Paul Group to provide entertainment for the 2023 Warren Birthday Bash in the amount of \$14,640.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Jackson	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mr. Lavdas	Yes
Mayor Fouts	Yes

No opposition, the motion passed

B. Ignited Light and Sound (Dino Turcato/Tom Bommarito [pg. 9])

This is another item for the Birthday Bash. Mr. Bommarito stated that Ignited will provide a sound system, stage, lighting and services including set, labor, and strike for the event on August 23-26, 2023.

MOTION:

A motion was made by Mr. Jackson, supported by Mr. Zamora, to hire Ignited Light and Sound for sound system, stage, roof, lighting and services, including set, labor and strike For "Birthday Bash" Event August 23-26, 2023 in the amount of \$13,500.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Jackson	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Lavdas	Yes
Mayor Fouts	Yes

No opposition, the motion passed

C. Skate Park - Evergreen Skateparks, LLC (Tom Bommarito/Dino Turcato [pg. 10])

Mr. Bommarito informed the board, the proposal committee unanimously agreed to recommend Evergreen Skateparks, LLC. be awarded a contract to design, engineer, and construct a skate park for the City of Warren in an amount not to exceed \$2,200,000. Mr. Zamora commented that this item is likely to attract younger people to the area, and will hopefully, increase the population size of Warren.

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Lavdas, to award contract (RFP-W-0453) to Evergreen Skateparks, LLC to design, engineer, and construct a skate park for the City of Warren in an amount not to exceed \$2,200,000.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Lavdas	Yes
Mr. Jackson	Yes
Mr. Wiegand	Yes
Mayor Fouts	Yes

No opposition, the motion passed

D. Fireworks for Warren Birthday Bash - Zambelli Fireworks (Tom Bommarito [pg. 56])

This is one of the few companies that GM will allow to shoot of fireworks on their grounds, stated Mr. Bommarito. They have a reputable reputation and the city has hired them in the past for firework displays.

MOTION:

A motion was made by Mr. Jackson, supported by Mr. Lavdas, to hire Zambelli Fireworks to furnish, deliver, launch, and exhibit fireworks for the City of Warren Birthday Bash with the amount not to exceed \$27,000.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Jackson	Yes
Mr. Lavdas	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mayor Fouts	Yes

No opposition, the motion passed

E. Contract with Partners In Architecture (PIA) - Fire Stations (Tom Bommarito [pg. 71])

Mr. Bommartio communicated to the board that the members of the oversight committee for the construction of fire stations one and five unanimously recommended that architectural/engineering services for the construction of the fire stations be awarded to Partners in Architecture, PLC at the design fees and construction administration fees shown on the attached pricing sheets, and that the DDA board authorize the Mayor and City Clerk to execute the standard city contracts that are prepared by the City Attorney's Office .

Audience member, Laura Artz, then tried to interrupt the meeting several time and Mayor Fouts stated that audience participation portion of the meeting has ended. Per the agenda, the meeting continued.

Mr. Jackson then asked if the building would be ADA compliant, to which Michael Malone (Partners in Architecture) responded, "The building is fully ADA compliant" per the current Michigan building code(s) and lifesaving standards.

The Mayor stated that the city put over \$3 million into the budget for ADA; and council decided not to utilize it all, put about \$1 million back. We are pushing and moving towards complete ADA compliance.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Lavdas, to approve contract with PIA for construction of fire stations #1 & #5 in an estimated amount of \$1,018,500.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Lavdas	Yes
Mr. Jackson	Yes
Mr. Zamora	Yes
Mayor Fouts	Yes

No opposition, the motion passed

F. Construction of Fire Stations 1 & 5 (Commissioner McAdams/ Fire Chief Ferguson [pg. 101])

Mr. Bommarito stated that members of the oversight committee for the construction of fire stations 1 and 5 unanimously recommends that bid ITB-W-0912, for the construction of a new fire stations be awarded to the most responsible bidder, the Brivar Construction Company and to approve execution of the attached contract. We did approve bonding for this project.

Commissioner McAdams informed the board that each station is about 12,700 square feet.

Mr. Treppa informed the board that additional funding that will be taken out of the bonding and used for furniture, fixtures, computers, and infrastructure. We have a standing contract with our contractors to get a better rate.

Mr. Jackson would like to know what the additional costs are for this before it gets done. He then wanted to know if the board would have the opportunity to approve the furniture and fixtures separately. Mr. Bommarito responded yes, that item would have to come back to the board for approval.

Mr. Malone then added that Partners in Architecture recommends budgeting a construction contingency in the amount of \$800,000.

MOTION:

A motion was made by Mr. Jackson, supported by Mr. Wiegand, to approve Brivar Construction Company to construct fire stations 1 & 5 in the estimated amount of \$16,446,478.55.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Jackson	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mr. Lavdas	Yes
Mayor Fouts	Yes

No opposition, the motion passed

G. Street Lights on Chicago Rd. (Michael Wiegand/Tom Bommarito)

Mr. Bommarito informed the board how several years ago the Historical Commission put lampposts on the west side of Chicago Rd. They ran out of funding and were unable to add them to the east side of the road. We will be coming back to the board with estimates to request funding for this project.

H. 6020 Chicago Road Phase I Proposal – G2 Consulting Group (Tina Gapshes [pg. 138])

Mr. Bommarito stated that we purchased 6020 Chicago as part of historic preservation. We are ready to close on the building and our legal staff recommended that we do a Phase 1 Environmental Assessment just to be safe. With your approval, we can complete a phase one and move forward with the closing.

MOTION:

A motion was made by Mr. Lavdas, supported by Mr. Wiegand, to approve proposal and select G2 Consulting Group for Phase I Environmental Site Assessment at 6020 Chicago Road in the amount of \$2,500.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Lavdas	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mr. Jackson	Yes
Mayor Fouts	Yes

No opposition, the motion passed

8. List of Bills

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Lavdas to approve the August 16, 2023 list of bills.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Lavdas	Yes
Mr. Jackson	Yes
Mr. Wiegand	Yes
Mayor Fouts	Yes

No opposition, the motion passed

9. Next DDA Regular Meeting is scheduled for Wednesday, July 12, 2023, at 3:00 PM, in the City Hall 1st Floor Conference Room.

10. ADJOURMENT

MOTION:

A motion was made by Mr. Lavdas, supported by Mr. Wiegand, to adjourn.

The August 16, 2023 DDA meeting adjourned at 3:45 pm.

X

Mayor James R. Fouts
DDA Chairman

X

Thomas Bommarito
DDA Director



9325 Maltby Road
 Brighton, MI 48116
 PH: 248-446-8000
 www.brivar.com

Project: The City of Warren Change Order Request Number: OCOR001-ISSUED 20231127
 To: Dan Gwozdz / Craig Treppa From: Brivar – Jon M. Schwartz
 Potential Change Order #: PCO006 Date:
 Re: FS05 subsoil conditions

Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: 013+

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1	Provide additional Labor, Equipment and Trucking to remove excess topsoil. Topsoil exceed the Soil Boring report thickness of 3"-5" to up to 18"+ in multiple locations.	\$ 30,034.69
2	Provide Class III Sand Material to fill building pad from added cuts of topsoil. Topsoil exceed the Soil Boring report thickness of 3"-5" to up to 18"+ in multiple locations. Spoils materials from utility excavation are not available due to the Engineering not being approved and a 5+ week lead time on utility materials onces approved submittals.	\$ 28,999.16
3	Provide remobilization for utility installation after 5+ weeks building pad fill and utility approval.	\$ 2,750.00
4	Install fill building pad material as 21AA LS. Add \$14,814.03 + 10% = \$16,295.43, add this value to total of OCOR.	
5		
6		
7		
8		
9		
10		
Subtotal:		\$ 61,783.85

PREVIOUS CONTRACT TOTAL: \$16,446,478.55

SUBCONTRACTOR'S TOTAL: \$61,783.85

BRIVAR's OHP: \$6,178.39

OCOR TOTAL: \$67,962.24

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company

Accepted by: Dan Gwozdz-PIA

Accepted by: Craig Treppa-The City of Warren

Signature:

Signature:

Signature:

Print:

Print: Dan Gwozdz, AIA

Print:

Date:

Date: 11/29/2023

Date:

Jon M. Schwartz

From: Jon M. Schwartz
Sent: Thursday, November 16, 2023 3:31 PM
To: Dan Gwozdz; ctreppa@cityofwarren.org; tbommarito@cityofwarren.org; wmcadams@warrenfiredept.org; oferguson@warrenfiredept.org; jjenkins@cityofwarren.org
Cc: firechief@warrenfiredept.org; mmalone@partnersinarch.com; Seth Swihart; Bryan Rosbury; Erin Jones; Chris Jack; Bryan Rosbury; jmerlotti@g2consultinggroup.com
Subject: WFS: Station #5 Soil Conditions Follow-up... SECOND EMAIL
Attachments: warren-fire-station-5_2023-11-13.pdf; warren-fire-station-5_2023-11-10.pdf

Daily Pictures (Email 2 of 2)

Previously sent reports from 11/15/23
Previously sent reports from 11/14/23
Attached are reports from 11/13/23
Attached are reports from 11/10/23

The pictures in are interactive if you click on them
The pictures in are interactive if you click on them
The pictures in are interactive if you click on them
The pictures in are interactive if you click on them

Jon M. Schwartz, VP Operations

9325 Maltby Road
Brighton, MI 48116
(248) 446-8000 (office)
(810) 360-7815 (mobile)
jon@brivar.com
www.brivar.com



Conference call
Dial-In: 425-436-6326
Access: 222175

"Don't stop when you're tired. Stop when you're done."

- *David Goggins*

From: Jon M. Schwartz
Sent: Thursday, November 16, 2023 3:27 PM
To: Dan Gwozdz <dgwozdz@partnersinarch.com>; ctreppa@cityofwarren.org; tbommarito@cityofwarren.org; wmcadams@warrenfiredept.org; oferguson@warrenfiredept.org; 'jjenkins@cityofwarren.org' <jjenkins@cityofwarren.org>
Cc: firechief@warrenfiredept.org; mmalone@partnersinarch.com; Seth Swihart <sswihart@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Erin Jones <ejones@pce-eng.com>; Chris Jack <cjack@brivar.com>; Bryan Rosbury <bryan@brivar.com>; 'jmerlotti@g2consultinggroup.com' <jmerlotti@g2consultinggroup.com>
Subject: WFS: Station #5 Soil Conditions Follow-up...

To all

This is the follow-up requested for the Soil Conditions Meeting we held today over the TEAMS call and then again later onsite. The items below are what BRIVAR was requested to provide information on in short time. There will be one more email following this with additional daily picture information.

Unit Pricing for Work

- | | | |
|----------------------------------|----------------------------|------------------|
| • Undercut & Haul Off Clean Dirt | \$ 32.46 Per CY | \$27.23cy |
| • F&P Class 2 Sand | \$ 45.65 Per CY | |
| • F&P 21AA CC | \$ 57.60 Per CY | |
| • F&P 21AA L/S | \$ 68.97 Per CY | |
| • F&P 1x3 CC | \$ 54.39 Per CY | |

Daily Pictures (Email 1 of 2)

Attached are reports from 11/15/23	The pictures in are interactive if you click on them
Attached are reports from 11/14/23	The pictures in are interactive if you click on them
Next email are reports from 11/13/23	
Next email are reports from 11/10/23	

Follow up with Topo

Brivar is going to provide topo comparison information mid next week.
Brivar is going to provide a Blue Beam marked up document of the spoils onsite.

Call should you have any questions.

Regards,

Jon M. Schwartz, VP Operations

9325 Maltby Road
Brighton, MI 48116
(248) 446-8000 (office)
(810) 360-7815 (mobile)
jon@brivar.com
www.brivar.com

Conference call
Dial-In: 425-436-6326
Access: 222175

"Don't stop when you're tired. Stop when you're done."

- **David Goggins**

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc.
 Address: 30850 Stephenson Hwy.
 Madison Heights, MI 48071

Ref #: RFCO001
 Date: November 27, 2023

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 007+

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Excavate additional 1,103CY of topsoil from site. Reference topographic survey of site for Plus/Minus survey as well as program report. Additional 16hr of Volvo L120 Loader, Operator, Laborer, Foreman was utilized. Provide all additional trucking and disposal of spoils offsite.	\$ 27,304.26
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 27,304.26
FEE:	\$ 2,730.43
CHANGE ORDER REQUEST TOTAL:	\$ 30,034.69

PRESENTED BY: Zach Marlow - Project Manager

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5

Subcontractor: Site Development Inc.

Ref #: RFCO002

Address: 30850 Stephenson Hwy.

Date: November 27, 2023

Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 004+

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Furnish and install 952.88T of Class III Sand for placement of complete building pad difference. Includes loss of building pad fill for topsoil excess and utility spoils not accesible due to Engineering Plans and Utilities not approved. Timing impact will be 5+ weeks to wait. Includes offset of original pad fill from utility and site spoils.	\$ 26,362.87
2	<i>Provide for line item #1 as 952.88T of 21AA LS. Add a total to this change request of \$14,814.03.</i>	\$ -
3	Provide remobilization for utility installation 5+ weeks after building pad fill.	\$ 2,500.00
4	Provide removal and spread of utility spoils at later date after utilites install.	\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 28,862.87
FEE:	\$ 2,886.29
CHANGE ORDER REQUEST TOTAL:	\$ 31,749.16

PRESENTED BY:

Zach Marlow - Project Manager

Volume Report
 Subgrade vs Stripped

	Total	Cut	Area Fill	OnGrade	Volume Cut Fill		Comp/Ratio Cut Fill		Compacl Cut Fill		Export -Import	Change Per 0.1 ft
Asphalt (Schoenherr Rd.)	737	737	0	0	13	0	1.00	1.00	13	0	13	3
BLDG Pad 4"	6,553	0	6,541	12	0	237	1.00	1.00	0	237	-237	24
BLDG Pad 4"	1,608	0	1,608	0	0	86	1.00	1.00	0	86	-86	6
BLDG Pad 7"	4,753	0	4,671	82	0	129	1.00	1.00	0	129	-129	18
BLDG Sub:	12,914	0	12,820	94	0	452			0	452	-452	48
Concrete 8"	29,236	14,205	10,017	5,014	347	117	1.00	1.00	347	117	230	188
Concrete 8"	4,604	4,576	9	19	118	0	1.00	1.00	118	0	118	17
Concrete Sub:	33,840	18,781	10,026	5,033	465	117			465	117	348	125
Greenbelt	22,979	6,920	13,359	2,700	95	379	1.00	1.00	95	379	-284	85
Walk 4"	1,013	0	1,013	0	0	45	1.00	1.00	0	45	-45	4
Walk 4"	84	0	84	0	0	3	1.00	1.00	0	3	-3	0
Walk 4"	36	0	36	0	0	1	1.00	1.00	0	1	-1	0
Walk 4"	132	0	132	0	0	6	1.00	1.00	0	6	-6	0
Walk 4"	112	80	0	32	1	0	1.00	1.00	1	0	1	0
Walk 4"	147	147	0	0	1	0	1.00	1.00	1	0	1	1
Walk 4"	956	171	273	512	2	4	1.00	1.00	2	4	-2	4
Walk 4"	406	0	406	0	0	4	1.00	1.00	0	4	-4	2
Walk Sub:	2,886	398	1,944	544	4	63			4	63	-58	11
Regions Total	73,356	28,836	38,149	8,371	577	1,011			577	1,011	-434	272

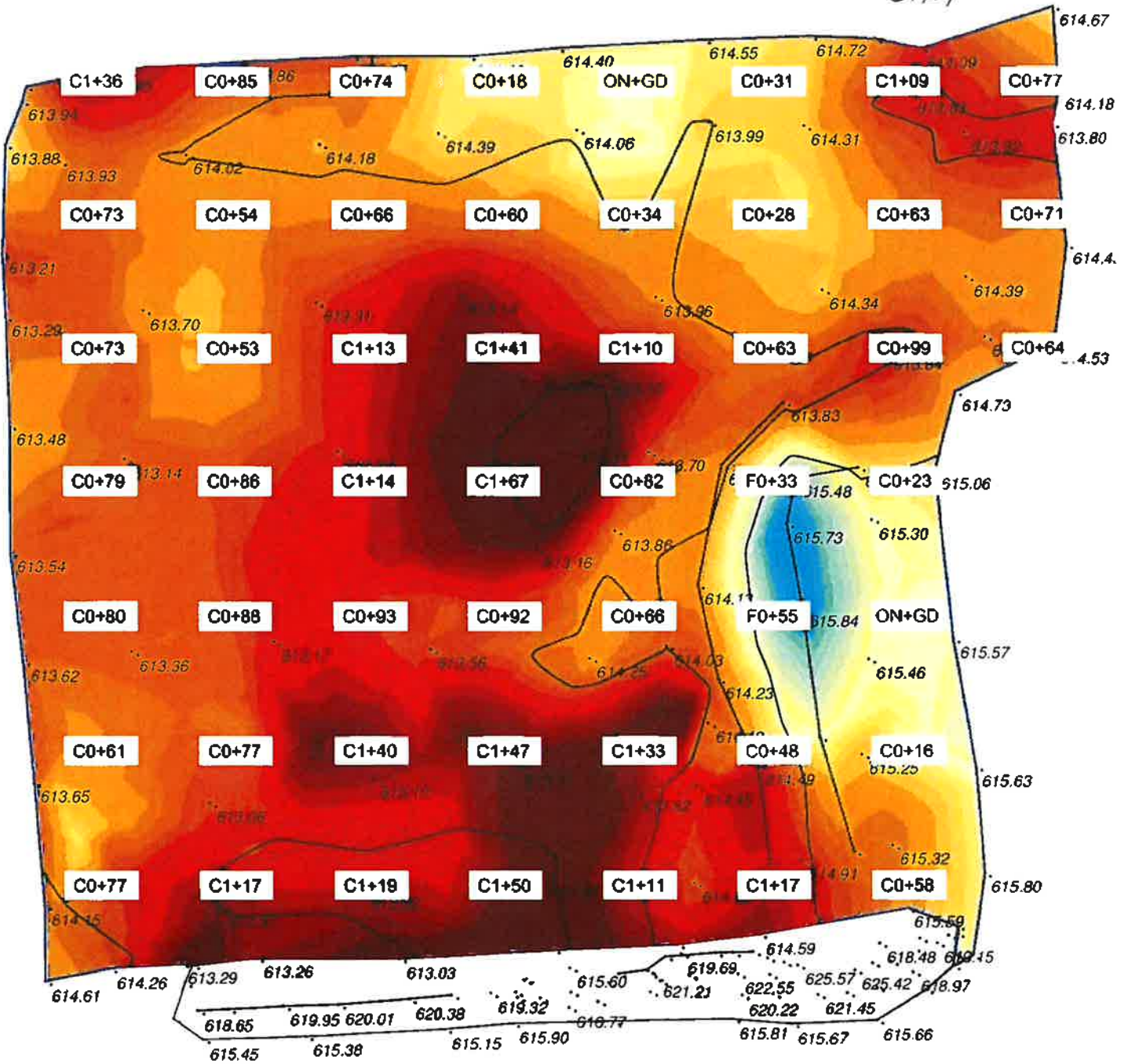
Stripping Qtys	Plane Area	Slope Area	Depth	Volume
Asphalt Strip(Schoenherr Rd.)	737	737	0.500	14
BLDG Demo	1,712	1,712	0.080	5
BLDG Demo	1,767	1,767	0.080	5
BLDG Sub:	3,479	3,479	0.080	10
Concrete Approach and Curb	2,275	2,294	0.500	42
Concrete Demo	94	94	0.500	2
Concrete Demo	355	355	0.500	7
Concrete Demo	1,622	1,623	0.500	30
Concrete Porch	148	148	0.500	3
Concrete Porch	55	55	0.500	1
Concrete Sub:	4,549	4,569	0.500	85
Deck	350	350	0.370	5
Demo Shed	147	147	0.330	2
Gravel Demo	607	607	0.500	11
Gravel Demo	736	736	0.500	14
Gravel Sub:	1,343	1,343	0.500	25
No Strip	13,030	13,043	0.001	0
Porch	81	81	0.370	1
Strip	48,405	48,418	0.370	664
Walk	1,235	1,235	0.330	15
Stripping Total	73,356	73,402		821

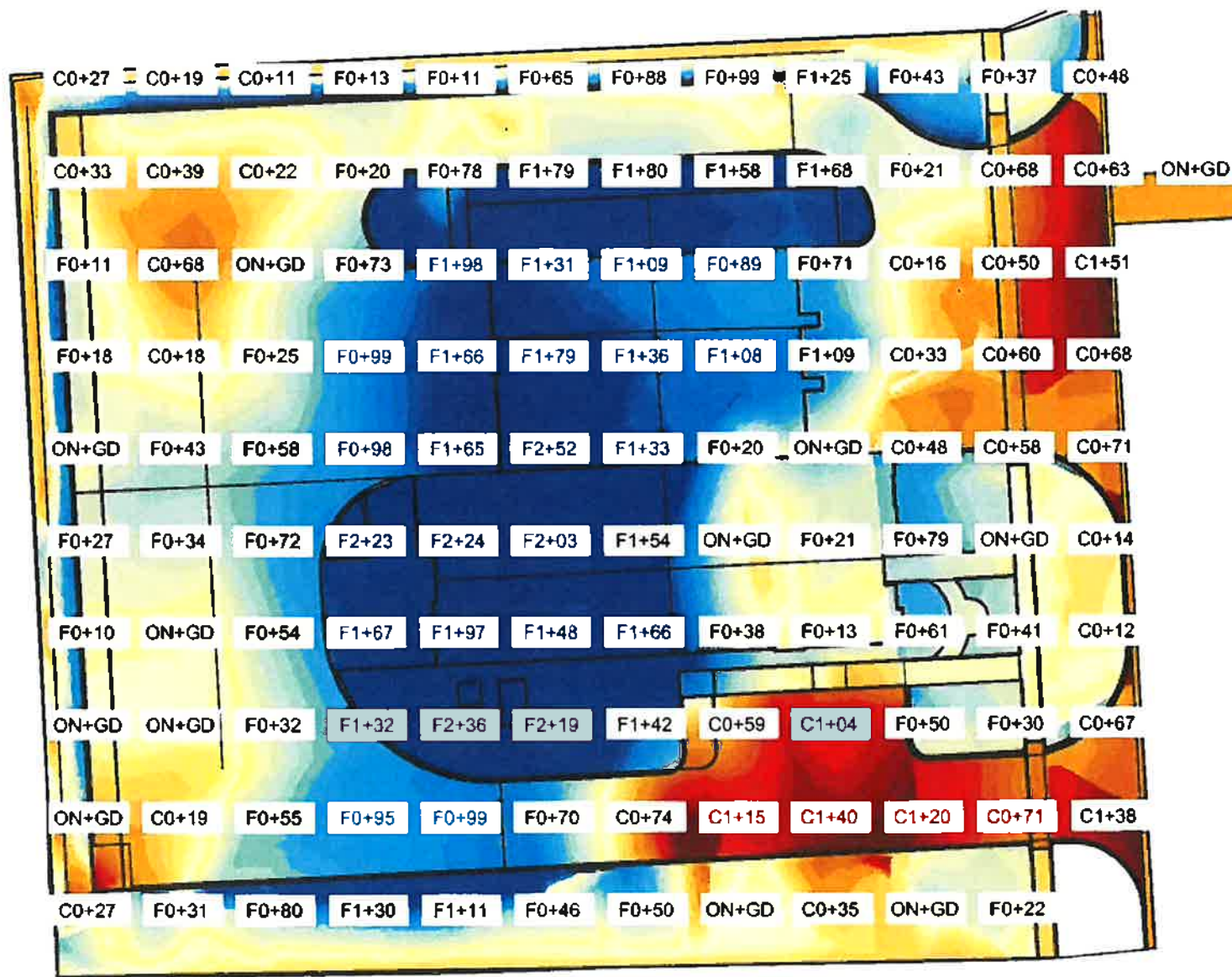
Sectional Qtys	Plane Area	Slope Area	Depth	Volume
Asphalt (Schoenherr Rd.)	737	737	1.000	27
BLDG Pad 4"	6,553	6,553	0.670	163
BLDG Pad 4"	1,608	1,608	0.670	40
BLDG Pad 7"	4,753	4,753	1.160	204
BLDG Sub:	12,914	12,914		407
Concrete 8"	29,236	29,460	1.160	1,266
Concrete 8"	4,604	4,663	1.160	200
Concrete Sub:	33,840	34,123	1.160	1,466
Greenbelt	22,979	23,065	0.330	282
Walk 4"	132	132	0.670	3
Walk 4"	112	112	0.670	3
Walk 4"	84	102	0.670	3
Walk 4"	36	36	0.670	1
Walk 4"	956	957	0.670	24
Walk 4"	406	406	0.670	10
Walk 4"	147	147	0.670	4
Walk 4"	1,013	1,014	0.670	25
Walk Sub:	2,886	2,906	0.670	73
Sectional Total	73,356	73,745		2,255

Volume Report
 Design vs Existing

Job Site	Total	Cut	Area Fill	OnGrade	Volume Cut	Volume Fill	Comp/Ratio Cut	Comp/Ratio Fill	Compact Cut	Compact Fill	Export -Import	Change Per 0.1 ft
	49,391	45,819	1,590	1,982	1,442	27	1.00	1.00	1,442	27	1,415	183

INDICATES
 APPROX. TOP SOIL
 STRIP AMOUNT





1

Volume Report
 Subgrade vs Stripped

	Total	Cut	Area Fill	OnGrade	Volume Cut	Volume Fill	Comp/Ratio Cut	Comp/Ratio Fill	Compact Cut	Compact Fill	Export -Import	Change Per 0.1 ft
Asphalt (Schoenherr Rd.)	737	737	0	0	13	0	1.00	1.00	13	0	13	3
BLDG Pad 4"	6,553	164	5,658	731	2	282	1.00	1.00	2	282	-280	24
BLDG Pad 4"	1,608	0	1,608	0	0	92	1.00	1.00	0	92	-92	6
BLDG Pad 7"	4,753	11	4,700	42	0	233	1.00	1.00	0	233	-233	18
BLDG Sub:	12,914	175	11,966	773	2	607			2	607	-605	48
CONC 8" ADD1	1,725	476	861	388	7	9	1.00	1.00	7	9	2	6
CONC 8" ADD1	171	142	4	25	2	0	1.00	1.00	2	0	2	1
CONC Sub:	1,896	618	865	413	9	9			9	9	0	7
Concrete 8"	29,236	9,099	15,684	4,453	224	368	1.00	1.00	224	368	-144	108
Concrete 8"	4,604	4,576	1	27	146	0	1.00	1.00	146	0	146	17
Concrete Sub:	33,840	13,675	15,685	4,480	370	368			370	368	2	125
Greenbelt	20,855	4,359	13,389	3,107	57	528	1.00	1.00	57	528	471	77
Walk 4"	132	0	132	0	0	6	1.00	1.00	0	6	-6	0
Walk 4"	112	94	0	18	1	0	1.00	1.00	1	0	1	0
Walk 4"	147	147	0	0	1	0	1.00	1.00	1	0	1	1
Walk 4"	956	234	167	555	2	2	1.00	1.00	2	2	0	4
Walk 4"	406	0	397	9	0	4	1.00	1.00	0	4	4	2
Walk 4"	84	0	84	0	0	6	1.00	1.00	0	6	6	0
WALK 4"	1,175	0	1,175	0	0	77	1.00	1.00	0	77	-77	4
Walk 4"	36	0	36	0	0	2	1.00	1.00	0	2	-2	0
WALK 4" ADD1	66	0	66	0	0	2	1.00	1.00	0	2	-2	0
WALK Sub:	3,114	475	2,057	582	4	99			4	99	-95	11
Regions Total	73,356	20,039	43,962	9,355	455	1,611			455	1,611	-1,156	271

Stripping Qty's	Plane Area	Slope Area	Depth	Volume
Asphalt Strip(Schoenherr Rd.)	737	737	0.500	14
Concrete Approach and Curb	2,275	2,294	0.500	42
strip	5,352	5,355	0.370	73
Walk	1,235	1,235	0.330	15
Stripping Total	9,599	9,621		144

Sectional Qty's	Plane Area	Slope Area	Depth	Volume
Asphalt (Schoenherr Rd.)	737	741	1.000	27
BLDG Pad 4"	6,553	6,554	0.670	163
BLDG Pad 4"	1,608	1,608	0.670	40
BLDG Pad 7"	4,753	4,753	1.160	204
BLDG Sub:	12,914	12,915		407
CONC 8" ADD1	1,725	1,771	1.160	76
CONC 8" ADD1	171	174	1.160	7
CONC Sub:	1,896	1,945	1.160	83
Concrete 8"	29,236	29,433	1.160	1,265
Concrete 8"	4,604	4,646	1.160	200
Concrete Sub:	33,840	34,079	1.160	1,465
Greenbelt	20,855	20,773	0.330	254
Walk 4"	84	84	0.670	2

Ray HAS +/- 330 CYDS
 FOR RE-SPREAD
 ON 11/20/23

Sectional Qty's	Plane Area	Slope Area	Depth	Volume
Walk 4"	36	184	0.670	5
Walk 4"	956	957	0.670	24
Walk 4"	406	425	0.670	11
Walk 4"	147	148	0.670	4
Walk 4"	132	132	0.670	3
WALK 4"	1,175	1,177	0.670	29
Walk 4"	112	112	0.670	3
WALK 4" ADD1	66	66	0.670	2
WALK Sub:	3,114	3,285	0.670	83
Sectional Total	73,356	73,738		2,319



Project: The City of Warren Change Order Request Number: OCOR010R2-ISSUED 20240501
 To: Dan Gwozdz / The City of Warren Controller From: Brivar – Anthony Goins
 Potential Change Order #: PCO018 Date: Wednesday, May 1, 2024
 Re: FS01_FS05 Proposal Request Number 001

Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: **Minimum impact estimated to be 5 days**

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1 Site	Station #01 Site Work - Furnish and install site work associated with rain gardens per plans. Furnish and install additional structure (CB-12) and 120' of Sanitary per Plans.	\$ 34,628.31
2 Site	Station #05 Site Work - Furnish and install site work associated with rain gardens per plans. Furnish and install additional 120' of Sanitary.	\$ 49,369.80
3 Landscaping	Station #01 Landscaping- Furnish and install Rain Garden Per Proposal 001 Drawings. See attached subcontractor breakdown for additional detail.	\$ 19,232.50
4 Landscaping	Station #05 Landscaping- Furnish and install Rain Garden Per Proposal 001 Drawings. See attached subcontractor breakdown for additional detail.	\$ 30,613.00
5		
6		
7		
8		
9	<i>Change Order has been amended to exclude permeable paver scope from Proposal 001 changes.</i>	
10	<i>See OCOR023 for identification of Permeable Paver Scope Cost as requested.</i>	
Subtotal:		\$ 133,843.61

PREVIOUS CONTRACT TOTAL: \$16,446,478.55
 SUBCONTRACTOR'S TOTAL: \$133,843.61
 BRIVAR's OHP + BOND: \$13,384.36
OCOR TOTAL: \$147,227.97

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company	Accepted by: Dan Gwozdz-PIA	Accepted by: The City of Warren Controller
Signature:	Signature:	Signature:
Print:	Print:	Print:
Date:	Date:	Date:

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc
 Address: 30850 Stephenson Hwy
 Madison Heights, MI

Date: 2/14/2024 REVISION #2 5/01/204
 Reference: Proposal 001 Drawings - FS01
 REVISED TO REMOVE GRASS PAVER CUT

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

#	Description	Subtotal
1	Station #01 - Furnish and install rain gardens per plans. Furnish and install additional structure (CB-12). Revised Quantities include reduction in Scope for Grass Paver Cut as requested.	\$ -
2	Dirt Out - 210 TCY (\$9.50)	\$ 1,995.00
3	Sand - 120 Tons	\$ 2,100.00
4	34R Stone - 60 Tons	\$ 2,160.00
5	Fabric (2Ea)	\$ 2,400.00
6	Pipe and Structures (1Ea)	\$ 7,383.68
7	Equipment - Volvo L120 Loader (\$157.56) 12 Hrs	\$ 1,890.72
8	Equipment - Hitachi 245/ HoePack 12 Hrs	\$ 2,837.04
9	Equipment - Roller 16 Hrs	\$ 2,071.36
10	Equipment - D4 (\$120.65) 8 Hours	\$ 965.20
11	Labor - Operator (\$99.69) 28 Hours	\$ 2,791.32
12	Labor - Laborer (\$66.35) 36 Hours	\$ 2,388.60
13	Labor - Foreman (\$106.24) 16 Hours	\$ 1,699.84
14	Labor - Pipelayer (\$99.69) 8 Hours	\$ 797.52
15	Revised Quantities provided - 1' SITE Cut to facilitate Permeable Paver Scope - SEE BREAKDOWN OF COST PROVIDED FOR THIS SCOPE AS REQUESTED	\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$	31,480.28
FEE:	\$	3,148.03
CHANGE ORDER REQUEST TOTAL:	\$	34,628.31

PRESENTED BY:

Zach Marlow - Site Development

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5

Subcontractor: Site Development Inc

Date: 2/14/2024 REVISED 4/02/204

Address: 30850 Stephenson Hwy
 Madison Heights, MI

Reference: Proposal 001 Drawings - FS05

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

#	Description	Subtotal
1	Station #05 - Furnish and install rain gardens per plans. Furnish and install additional 120' of sanitary.	
2	Dirt Out - 880 Tons	\$ 7,790.00
3	Sand - 230 Tons	\$ 4,025.00
4	34R Stone - 200 Tons	\$ 7,200.00
5	Fabric (3Ea)	\$ 3,600.00
6	Sanitary - Credit (Addendum 006 Drawings)	\$ (6,065.00)
7	Equipment - Volvo L120 Loader 32 Hrs	\$ 5,041.92
8	Equipment - Hitachi 245/ HoePack 16 Hrs	\$ 3,782.72
9	Equipment - Roller 16 Hrs	\$ 2,071.12
10	Equipment - D4 32 Hours	\$ 3,860.80
11	Labor - Operator (\$99.69) 64 Hours	\$ 6,380.16
12	Labor - Laborer (\$66.35) 64 Hours	\$ 4,246.40
13	Labor - Foreman (\$106.24) 24 Hours	\$ 2,549.76
14	Labor - Pipelayer (\$99.69) 4 Hours	\$ 398.76

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 44,881.64
FEE:	\$ 4,488.16
CHANGE ORDER REQUEST TOTAL:	\$ 49,369.80

PRESENTED BY:

Zach Marlow - Site Development



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Salisbury Landscape Group
 Address: 6295 Joy Road
 Dexter, MI 48130

Date: April 8, 2024
 Reference: Proposal 001 Drawings - Rain Garden - Station 1

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Furnish and Install rain garden at Station #01 Per Plans - Additional break out quantities below as requested	\$ -
2	Install 12" topsoil per plans CY 60 \$38.00	\$ 2,280.00
3	Install 1"-3" Egg Rock Tons 3 \$125.00	\$ 375.00
4	Install Hardwood Mulch CY 13 \$80.00	\$ 1,040.00
5	Install little blue stem grass 2G 58 \$23.50	\$ 1,363.00
6	Install Karl Forester Reed Grass 2G 2 \$35.50	\$ 71.00
7	Install Blue Flag Iris 1G 12 \$22.50	\$ 270.00
8	Install Lavender 1G 36 \$26.00	\$ 936.00
9	Install Dwarf Black Eyed Susan 2G 32 \$23.50	\$ 752.00
10	Install Ninebark 24" Per 10 \$65.00	\$ 650.00
11	Install Jewell Box Viburnum Per 5 \$70.00	\$ 350.00
12	Install Limelight Hydrangea Per 5 \$72.50	\$ 362.50
13	Install Dwarf Burning bush Per 1 \$98.00	\$ 98.00
14	Install Spilled Wine Weigela Per 26 \$72.50	\$ 1,885.00
15	Labor - Machine Operator Foreman Hours 20 \$75.00	\$ 1,500.00
16	Labor - Laborer Hours 80 \$70.00	\$ 5,600.00
17	Equipment - CAT 299 Track Steer Day 2 \$450.00	\$ 900.00
18	Trucking - F750 Dump Truck Day 2 \$400.00	\$ 800.00
	Base Stone, Pipe and Sand by Site Contractor	\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 19,232.50
FEE:	
CHANGE ORDER REQUEST TOTAL:	\$ 19,232.50

PRESENTED BY:

John Hoops - Project Manager



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Salisbury Landscape Group
 Address: 6295 Joy Road
 Dexter, MI 48130
 Date: April 8, 2024
 Reference: Proposal 001 Drawings - Rain Garden - Station 5

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

	Description				Subtotal
1	Furnish and Install rain garden at Station #05 Per Plans - Additional break out quantities below as requested				\$ -
2	Install 12" topsoil per plans	CY	285	\$38.00	\$ 10,830.00
3	Install 1"-3" Egg Rock	Tons	15	\$125.00	\$ 1,875.00
4	Install Hardwood Mulch	CY	8	\$80.00	\$ 640.00
5	Install little blue stem grass	2G	29	\$23.50	\$ 681.50
6	Install New England Aster	2G	20	\$24.50	\$ 490.00
7	Install Blue Flag Iris	1G	3	\$22.50	\$ 67.50
8	Install Dwarf Black Eyed Susan	2G	14	\$23.50	\$ 329.00
9	Install Ninebark 24"	Per	2	\$65.00	\$ 130.00
10	Install Jewell Box Viburnum	Per	5	\$70.00	\$ 350.00
11	Install Spilled Wine Weigela	Per	12	\$72.50	\$ 870.00
15	Labor - Machine Operator Foreman	Hours	30	\$75.00	\$ 2,250.00
16	Labor - Laborer	Hours	120	\$70.00	\$ 8,400.00
17	Equipment - CAT 299 Track Steer	Day	3	\$450.00	\$ 1,350.00
18	Trucking - F750 Dump Truck	Day	3	\$400.00	\$ 1,200.00
19	Trucking - Semi Delivery	Day	2	\$575.00	\$ 1,150.00
	Base Stone, Pipe and Sand by Site Contractor				\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 30,613.00
FEE:	
CHANGE ORDER REQUEST TOTAL:	\$ 30,613.00

PRESENTED BY: John Hoops - Project Manager

RFI detail

#25 Rain Garden Plantings



Status	Closed
Created on	Feb 2, 2024 by Chris Jack (Brivar)
RFI type	Default RFI workflow
Ball in court	Chris Jack (Brivar)
Answered	Mar 18, 2024 by Dan Gwozdz (Partners in Architecture)

Question

For the rain garden, The landscape contractor cannot find information on the drawings about what type of plants or seed they're looking for in the rain garden area. Please advise.

Official response

Dan Gwozdz (Partners in Architecture): see attached for rain garden landscape plantings

By Dan Gwozdz (Partners in Architecture) - Mar 18, 2024, 7:32 AM EDT

References

Files (2)

- [Warren Fire Station 1 - Landscape Rain Garden 11-15-2023.pdf](#)
- [Warren Fire Station 5 - Landscape Rain Garden 11-15-2023.pdf](#)

Impact

Cost impact	Unknown
Schedule impact	Unknown

Other attributes

Priority	Normal
----------	--------

Discipline	Landscaping
Category	Design Coordination
Location	-
Location details	-
External id	-
Co-reviewer(s)	

Activities	By	At
<p>Chris Jack changed the status from Open Answered to Closed</p> <p>Official response: Dan Gwozdz (Partners in Architecture): see attached for rain garden landscape plantings</p>	Chris Jack	Mar 18, 2024, 7:32 AM EDT
<p>Dan Gwozdz changed the status from Open In Review to Open Answered set Ball in court to Chris Jack (Brivar)</p>	Dan Gwozdz	Mar 16, 2024, 12:52 PM EDT
<p>Dan Gwozdz added a response: see attached for rain garden landscape plantings</p>	Dan Gwozdz	Mar 16, 2024, 12:52 PM EDT
<p>Dan Gwozdz added a reference to a file Warren Fire Station 5 - Landscape Rain Garden 11-15-2023.pdf</p>	Dan Gwozdz	Mar 16, 2024, 12:52 PM EDT
<p>Dan Gwozdz added a reference to a file Warren Fire Station 1 - Landscape Rain Garden 11-15-2023.pdf</p>	Dan Gwozdz	Mar 16, 2024, 12:52 PM EDT
<p>Chris Jack (Brivar) created this RFI in Open In Review status and set Ball in court to Dan Gwozdz (Partners in Architecture).</p>	Chris Jack	Feb 2, 2024, 2:30 PM EST

PARTNERS



PARTNERS in Architecture |

1000 Walnut Street, Suite 200
Philadelphia, PA 19106
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www.partnersinarchitecture.com

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City of Warren

City of Warren
2010 Walnut Street, Suite 200
Philadelphia, PA 19106
Tel: 215.562.2600
www.jepk.com

Chk Center South Fire Station

2010 Van Dyke Ave
Warren, MI 48093

21-146

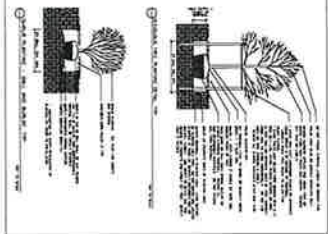
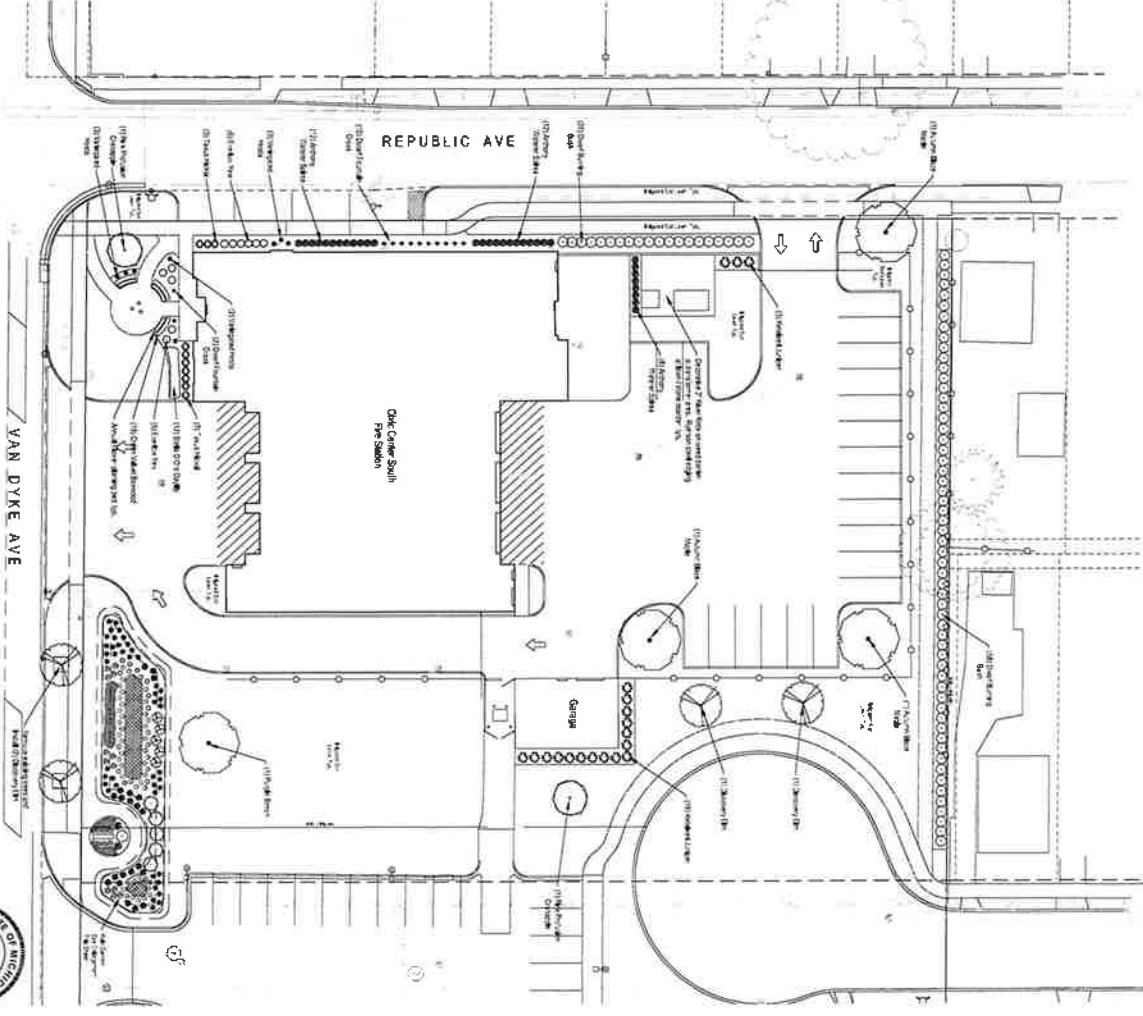
2010 Van Dyke Ave
Warren, MI 48093

DATE: 11/11/11
BY: JEP
SCALE: AS SHOWN
PROJECT: CHK CENTER SOUTH FIRE STATION
CLIENT: CITY OF WARREN
PROJECT NO.: 21-146

Landscape Planning Pa

LP-01

LANDSCAPE PLANTING PLAN
Scale: 1" = 10'



PLANTING DETAILS

QTY.	DESCRIPTION	SIZE / FOOT
1	Planting Hole	24" Dia
2	Planting Bed	24" Dia
3	Planting Soil	24" Dia
4	Planting Material	24" Dia
5	Planting Hole	24" Dia
6	Planting Bed	24" Dia
7	Planting Soil	24" Dia
8	Planting Material	24" Dia
9	Planting Hole	24" Dia
10	Planting Bed	24" Dia
11	Planting Soil	24" Dia
12	Planting Material	24" Dia

PLANTING NOTES

1. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
2. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
3. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
4. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
5. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.

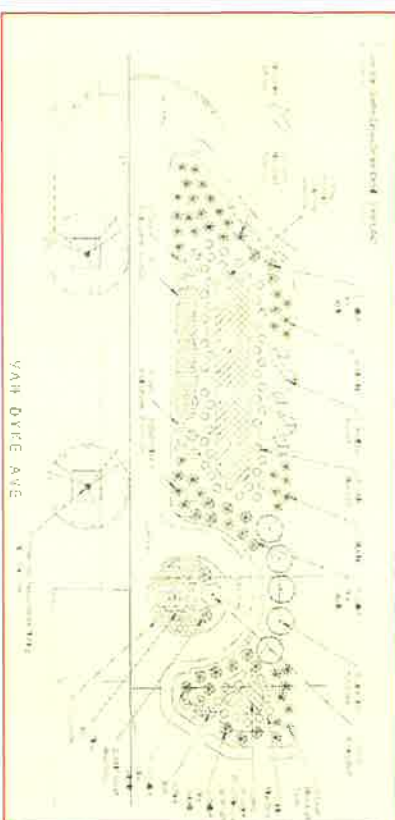
IRRIGATION NOTES

1. Irrigation system shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
2. Irrigation system shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
3. Irrigation system shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
4. Irrigation system shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
5. Irrigation system shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.

MDOT STANDARDS

1. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
2. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
3. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
4. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.
5. All plants shall be installed in accordance with the specifications of the Michigan Department of Transportation (MDOT) and the City of Warren.

RAIN GARDEN PLANTING PLAN ARRANGEMENT
Scale: 1" = 10'



QTY.	DESCRIPTION	NOTES
1	Planting Hole	24" Dia
2	Planting Bed	24" Dia
3	Planting Soil	24" Dia
4	Planting Material	24" Dia
5	Planting Hole	24" Dia
6	Planting Bed	24" Dia
7	Planting Soil	24" Dia
8	Planting Material	24" Dia
9	Planting Hole	24" Dia
10	Planting Bed	24" Dia
11	Planting Soil	24" Dia
12	Planting Material	24" Dia

IRIGATION NOTES:

1. General irrigation system shall be designed to provide adequate water to all plants during the most critical growing period. The system shall be designed to provide water to all plants during the most critical growing period.
2. All plants shall be watered at least once per week during the most critical growing period.
3. The irrigation system shall be designed to provide water to all plants during the most critical growing period.

GENERAL LANDSCAPE NOTES:

1. All plants shall be installed in accordance with the specifications and standards of the industry.
2. All plants shall be installed in accordance with the specifications and standards of the industry.
3. All plants shall be installed in accordance with the specifications and standards of the industry.

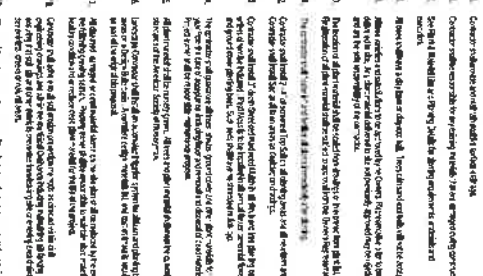
MOOT STANDARDS:

1. All plants shall be installed in accordance with the specifications and standards of the industry.
2. All plants shall be installed in accordance with the specifications and standards of the industry.
3. All plants shall be installed in accordance with the specifications and standards of the industry.

PLANTING NOTES:

1. All plants shall be installed in accordance with the specifications and standards of the industry.
2. All plants shall be installed in accordance with the specifications and standards of the industry.
3. All plants shall be installed in accordance with the specifications and standards of the industry.

PLANTING DETAILS:



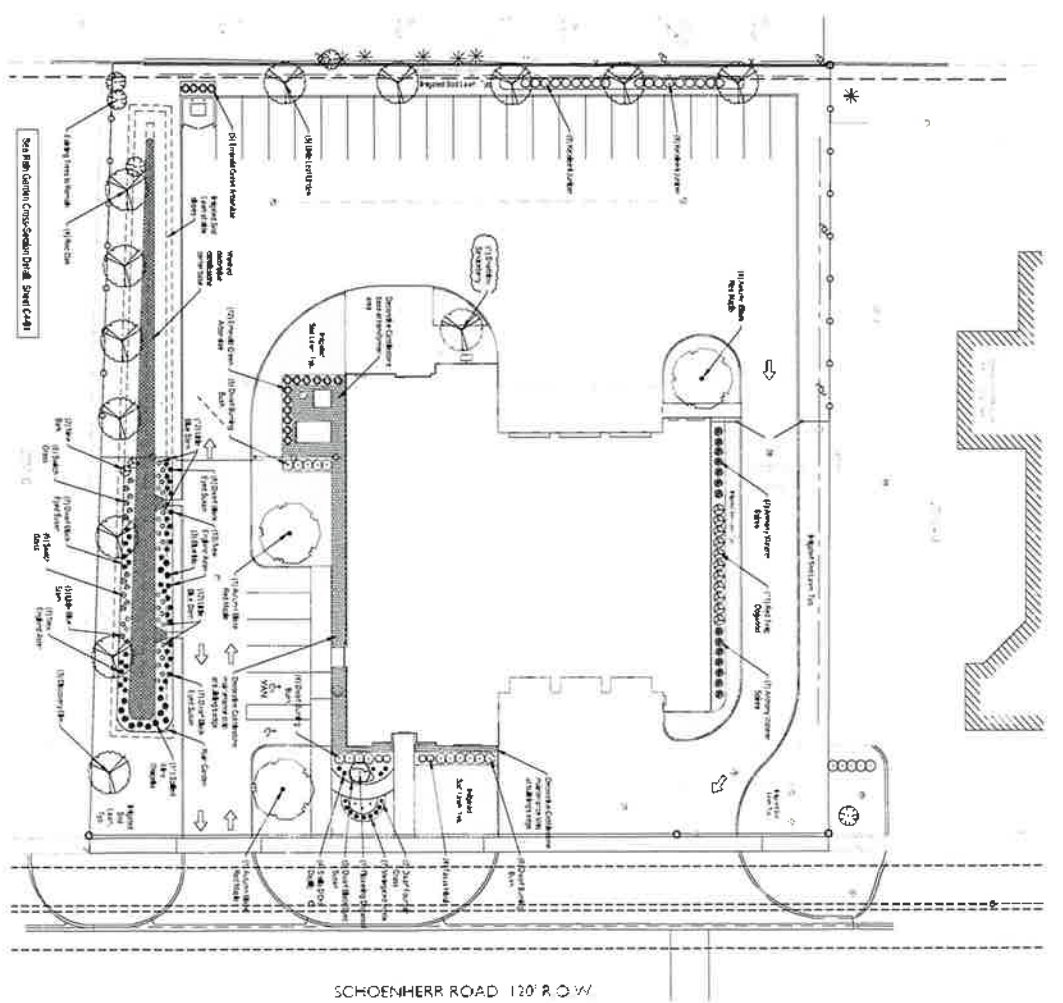
RAIN GARDEN PLANT LIST:

NO.	PLANT NAME	QUANTITY
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

PLANT DATA CHART:

NO.	DESCRIPTION	MOBT. SIZE
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

LANDSCAPE PLANTING PLAN



PARTNERS in Architecture
J BPPINK PARTNERS INC
 City of Warren
 Warren Fire Station #5
 21-1468
 30413 Schoenherr Rd.
 Warren, MI 48093
 248-311-1468
 DATE: 12/20/2023
 TIME: 10:00 AM
 PROJECT: 21-1468
 DRAWING: 001-20
 SHEET: 001-20
 SCALE: AS SHOWN
 DESIGNER: J. B. PINK
 CHECKER: J. B. PINK
 DATE: 12/20/2023

 **AIA**® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Warren New Fire Station #1 and #5 PIA
#21-146A/B

CONTRACT INFORMATION:
Contract For: General Construction

Architect's Project Number: 21-146
Proposal Request Number: 001

Proposal Request Date: January 15, 2024

OWNER: *(name and address)*
City of Warren
One City Square, 4th Floor
Warren, MI 48093-5289

ARCHITECT: *(name and address)*
PARTNERS in Architecture, PLC
65 Market Street
Mount Clemens, MI 48043

CONTRACTOR: *(name and address)*
Brivar Construction Company
9325 Maltby Road
Brighton, MI 48116

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Refer to attached "Exhibit A" for description of work.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Daniel Gwozdz, AIA

PRINTED NAME AND TITLE



EXHIBIT 'A' – PROPOSAL REQUEST #1

Project Name: City of Warren – New Fire Station #1 and Station #5 Proposal Request: One (1)
Project Number: 21-146 Issue Date: January 15, 2024
Project Location: Station #1: 23211 Van Dyke Ave., Warren MI 48089
Station #5: 30619 Schoenherr Rd., Warren MI 48089

This Proposal Request consists of (2) typed page(s) and the following attachments:

Drawings: **Station #1:** C1-01, C2-01, C3-01, C4-01, C5-01, DS-3 (NEW)

 Station #5: C1-01, C2-01, C3-01, C4-01, C5-01, DS-3 (NEW), Macomb County Dept. of Roads
 Paving Standard Details (2) (NEW)

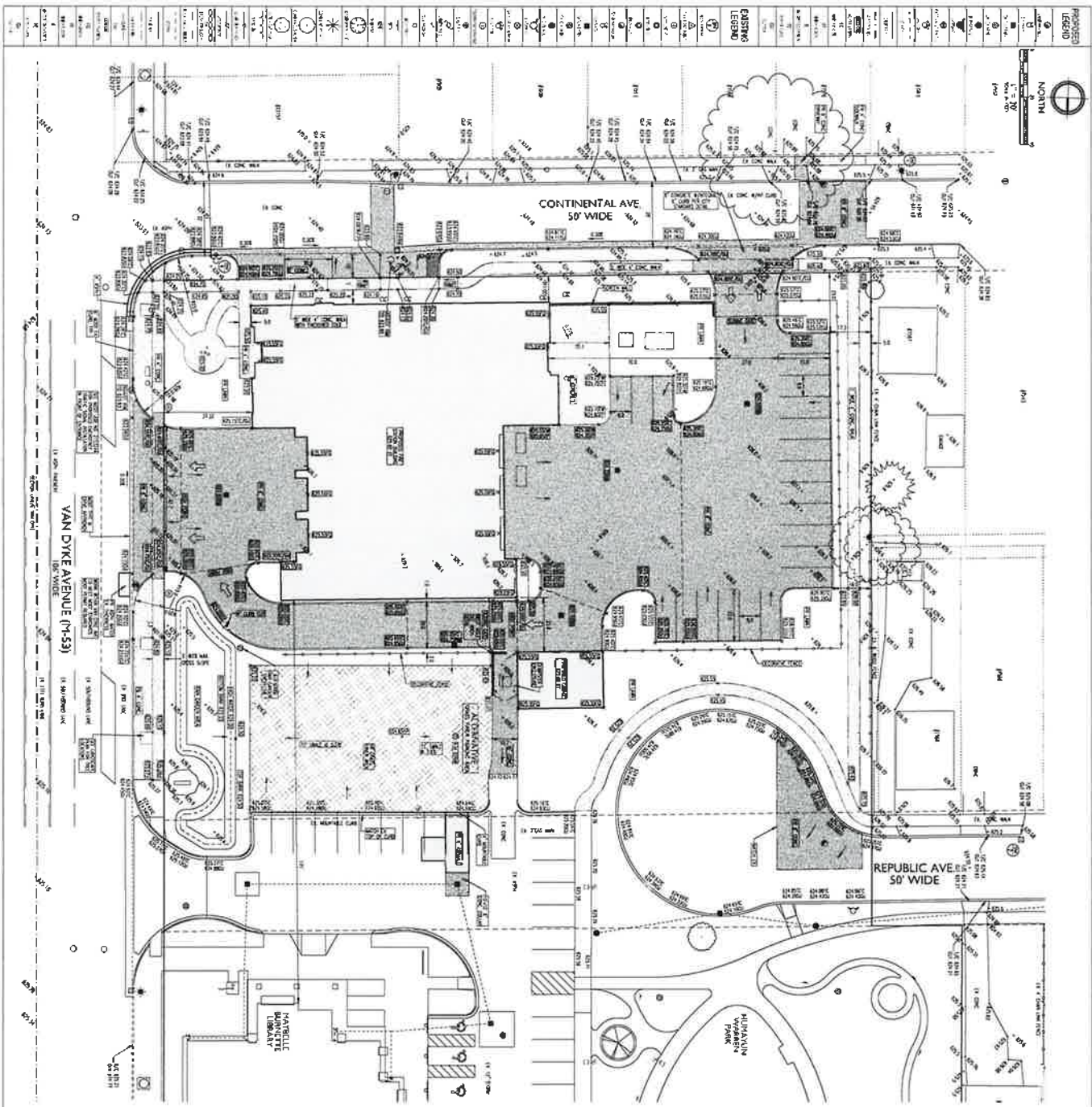
Station #1 Civil Drawings:

- Item C1** Drawing C1-01 – EX CONDITIONS AND DEMOLITION PLAN (reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
- Item C2** Drawing C2-01 – GRADING PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Grass paver system
 a. Incorporated grass paver system area on plan
 b. Incorporated grass paver system section detail
 C. Rain garden
 a. Incorporated rain garden area on plan
 b. Revised underground storm water management system to incorporate rain garden
- Item C3** Drawing C3-01 – UTILITY PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Rain garden
 a. Incorporated rain garden area on plan
 b. Revised underground storm water management system to incorporate rain garden
- Item C4** Drawing C4-01 – STORM WATER DETENTION PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Storm water detention calculations and details
 a. Revised underground storm water management system to incorporate rain garden
 b. Added bioretention system section detail
 c. Edited storm detention calculations to incorporate rain garden
- Item C5** Drawing C5-01 – SOIL EROSION AND SEDIMENT CONTROL PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Grass paver system
 a. Incorporated grass paver system area on plan
 C. Rain garden
 a. Incorporated rain garden area on plan
- Item C6** Drawing DS-3 – CASTING DETAILS (NEW)
 A. City of Warren Division of Engineering Casting Details

Station #5 Civil Drawings:

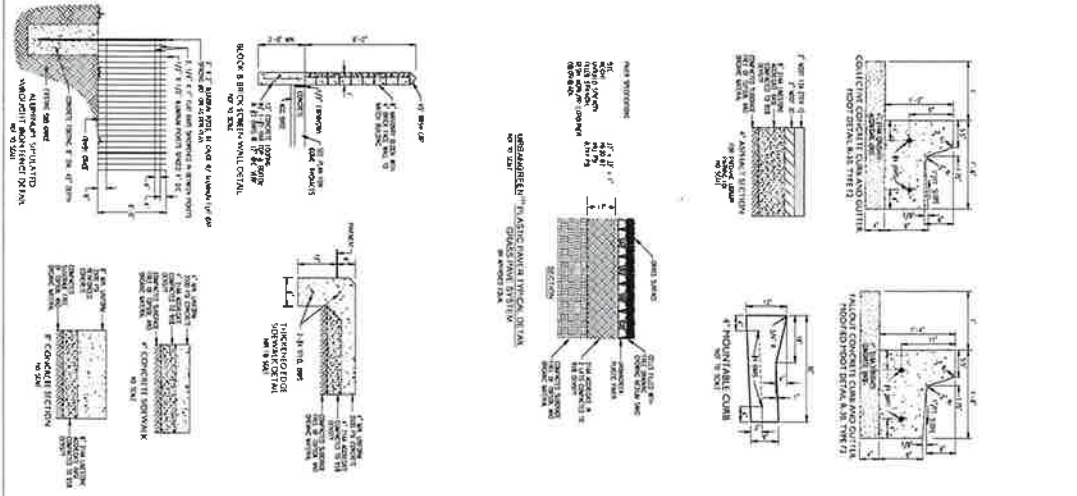
- Item C7** Drawing C1-01 – DEMOLITION PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Removed note calling for saw-cutting and removal of section of Schoenherr Road
 - C. Added note for removal of curb if necessary
- Item C8** Drawing C2-01 – GRADING PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added note that all work within right-of-way is to meet Macomb County Department of Roads Standards and Specifications
- Item C9** Drawing C3-01 – UTILITY PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added notes for directional drilling under Schoenherr Road
- Item C10** Drawing C4-01 – STORM AND DETENTION CALCULATIONS (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Storm water detention calculations and details
 - a. Revised underground storm water management system to incorporate rain garden
 - b. Added bioretention system section detail
 - c. Edited storm detention calculations to incorporate rain garden
- Item C11** Drawing C5-01 – SOIL EROSION AND SEDIMENT CONTROL PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added note that all work within right-of-way is to meet Macomb County Department of Roads Standards and Specifications
- Item C12** Drawing DS-3 – CASTING DETAILS (NEW)
- A. City of Warren Division of Engineering - Casting Details
- Item C13** Drawing 1 of 2 – PAVING STANDARD DETAILS (NEW)
- A. Macomb County Dept. of Roads - Paving Standard Details
- Item C14** Drawing 2 of 2 – PAVING STANDARD DETAILS (NEW)
- A. Macomb County Dept. of Roads - Paving Standard Details

****END OF PROPOSAL REQUEST****



PROPOSED PROJECT DESCRIPTION:

The proposed project consists of the construction of a new 100,000 sq. ft. multi-story office building located at the intersection of Continental Avenue and Republic Avenue. The building will be constructed on a 100,000 sq. ft. lot. The building will have a total floor area of 100,000 sq. ft. and will be used for office space. The building will be constructed in accordance with the International Building Code (IBC) and will be designed to meet the requirements of the Americans with Disabilities Act (ADA). The building will be constructed with a steel frame and will have a concrete slab on grade. The building will have a flat roof and will be finished with a metal roof system. The building will have a parking garage with 100 parking spaces. The building will be surrounded by a landscaped area with trees and shrubs. The building will be accessible by public transportation and will be located in a central business district. The building will be a landmark building in the area and will provide a high-quality office environment for its tenants. The building will be constructed in accordance with the highest standards of quality and safety. The building will be a valuable addition to the community and will provide a long-term investment for its owners. The building will be a source of pride for the community and will be a symbol of the city's commitment to excellence. The building will be a source of jobs and will provide a source of income for the city. The building will be a source of tax revenue and will provide a source of funds for the city's infrastructure. The building will be a source of pride for the city and will be a source of inspiration for its citizens. The building will be a source of hope for the future and will be a source of strength for the community. The building will be a source of life and will be a source of love. The building will be a source of peace and will be a source of joy. The building will be a source of happiness and will be a source of fulfillment. The building will be a source of meaning and will be a source of purpose. The building will be a source of hope and will be a source of faith. The building will be a source of love and will be a source of life. The building will be a source of peace and will be a source of joy. The building will be a source of happiness and will be a source of fulfillment. The building will be a source of meaning and will be a source of purpose. The building will be a source of hope and will be a source of faith. The building will be a source of love and will be a source of life.



PARTNERS

PAINTER'S Architecture

PCE

Right Counsel Engineering, Inc.

City of Warren

Warren Civic Center

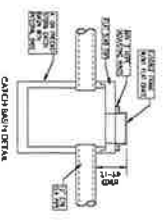
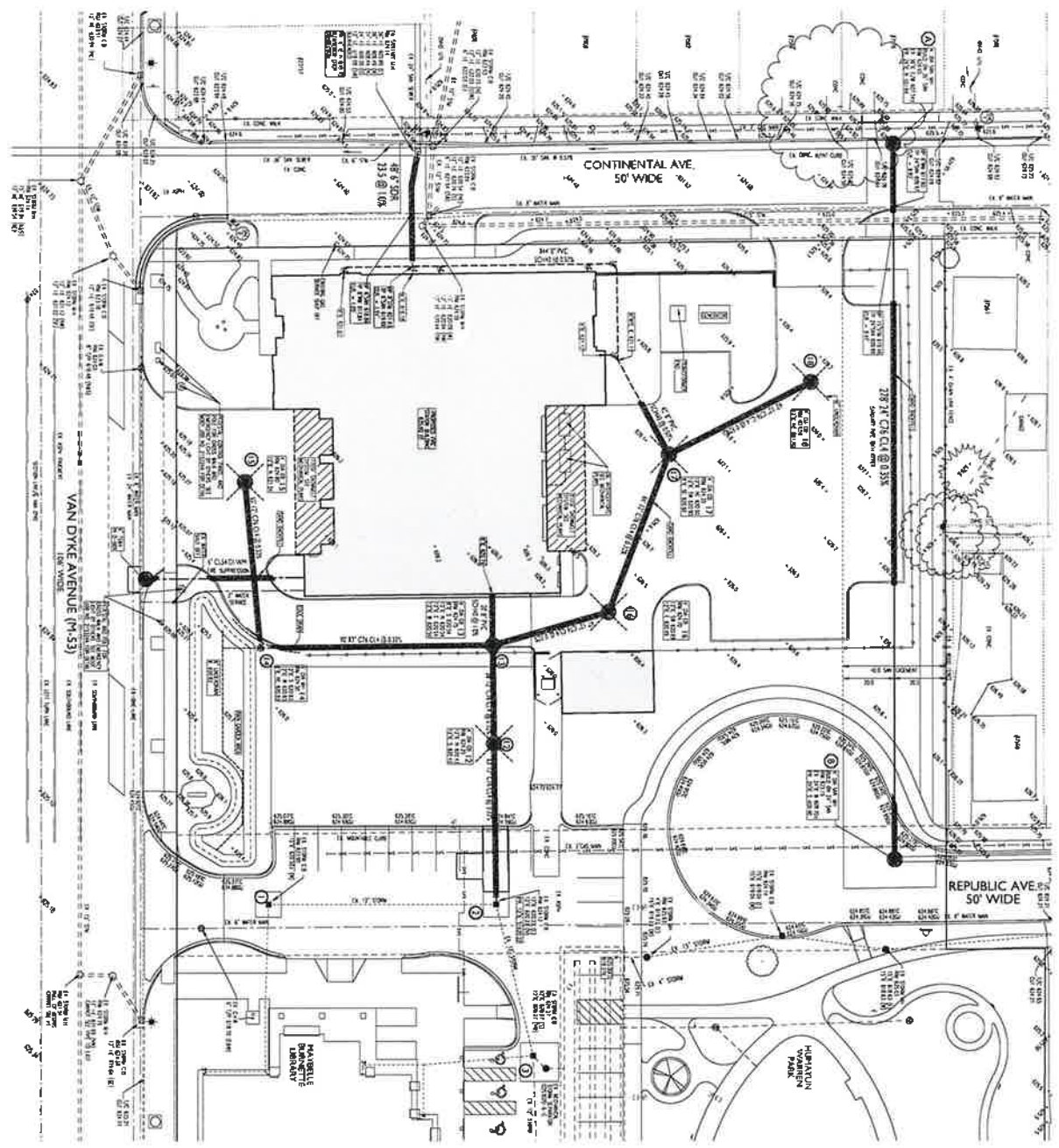
South Fire Station #1

21-146A

GRADING PLAN

02-01

PROPOSED	EXISTING
1.0" = 10'-0"	1.0" = 10'-0"
2.0" = 10'-0"	1.0" = 10'-0"
3.0" = 10'-0"	1.0" = 10'-0"
4.0" = 10'-0"	1.0" = 10'-0"
5.0" = 10'-0"	1.0" = 10'-0"
6.0" = 10'-0"	1.0" = 10'-0"
7.0" = 10'-0"	1.0" = 10'-0"
8.0" = 10'-0"	1.0" = 10'-0"
9.0" = 10'-0"	1.0" = 10'-0"
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17.0" = 10'-0"	1.0" = 10'-0"
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19.0" = 10'-0"	1.0" = 10'-0"
20.0" = 10'-0"	1.0" = 10'-0"
21.0" = 10'-0"	1.0" = 10'-0"
22.0" = 10'-0"	1.0" = 10'-0"
23.0" = 10'-0"	1.0" = 10'-0"
24.0" = 10'-0"	1.0" = 10'-0"
25.0" = 10'-0"	1.0" = 10'-0"
26.0" = 10'-0"	1.0" = 10'-0"
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30.0" = 10'-0"	1.0" = 10'-0"
31.0" = 10'-0"	1.0" = 10'-0"
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39.0" = 10'-0"	1.0" = 10'-0"
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41.0" = 10'-0"	1.0" = 10'-0"
42.0" = 10'-0"	1.0" = 10'-0"
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50.0" = 10'-0"	1.0" = 10'-0"



NORTH

 1" = 20'

 VAN DYKE AVE

VAN DYKE AVE

 1" = 20'

 VAN DYKE AVE

PARTNERS

PARTNERS in Architecture

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PCE

 Project Consultants

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City of Warren

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21-146A

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C3-01

PARTNERS



PARTNERS in Medicine
 Project General Engineering, Inc.
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000
 www.pce-engineering.com

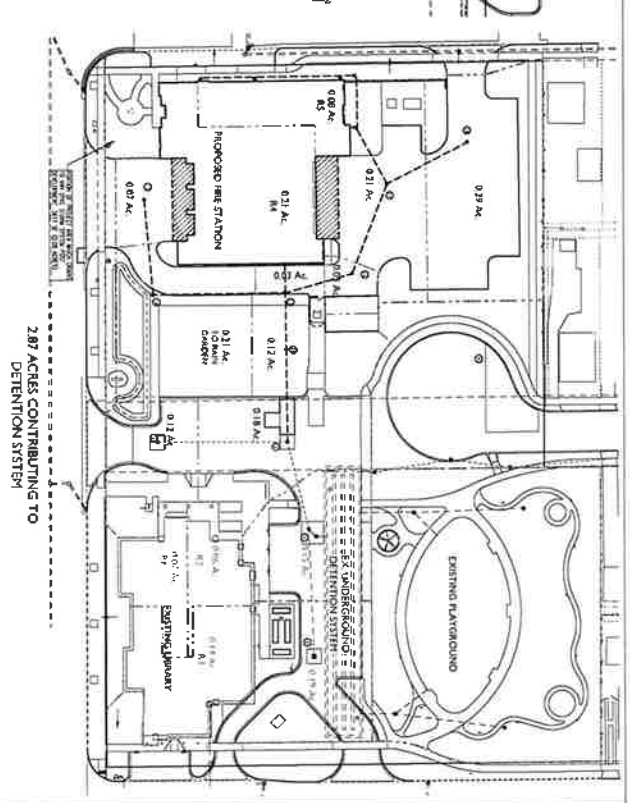
PCE
 Project General Engineering, Inc.
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000
 www.pce-engineering.com

City of Maricopa
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000
 www.pce-engineering.com

Warren Civic Center
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000
 www.pce-engineering.com

Storm Water
 10000 Wilshire Blvd, Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000
 www.pce-engineering.com

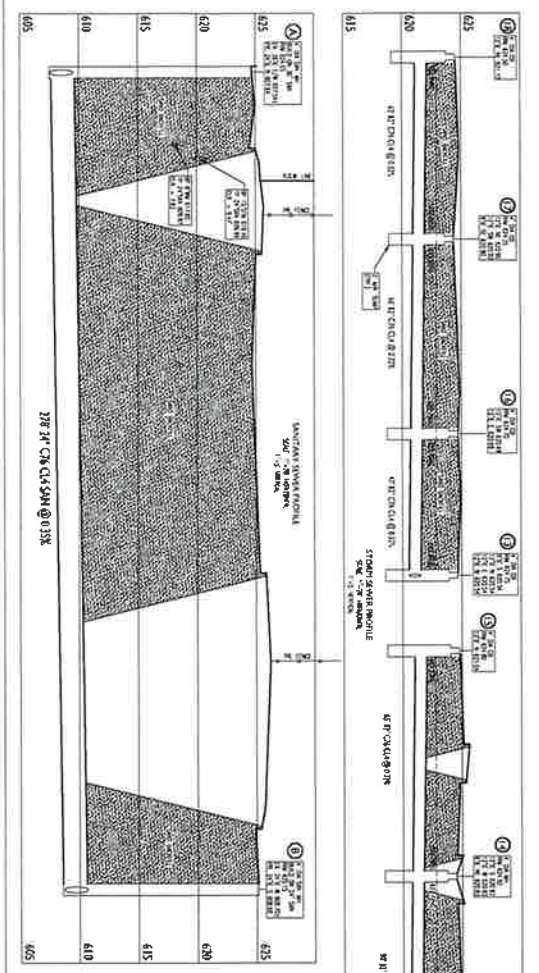
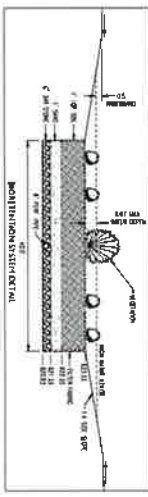
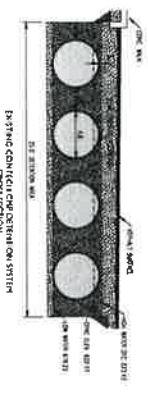
CA 01



2.87 ACRES CONTRIBUTING TO DETENTION SYSTEM

STORM VOLUME ESTIMATION PROVIDED BY CUSTOMER

System	Pipe	Score	Total System
01A	12" DIA	200	200
01B	12" DIA	200	400
01C	12" DIA	200	600
01D	12" DIA	200	800
01E	12" DIA	200	1000
01F	12" DIA	200	1200
01G	12" DIA	200	1400
01H	12" DIA	200	1600
01I	12" DIA	200	1800
TOTAL			1800



STORM WATER DESIGN CALCULATIONS

Basin	Area (Ac)	Runoff Coefficient	Peak Flow (cfs)	Volume (cu ft)	Retention Time (min)
01A	0.08	0.4	1.5	100	5
01B	0.08	0.4	1.5	100	5
01C	0.08	0.4	1.5	100	5
01D	0.08	0.4	1.5	100	5
01E	0.08	0.4	1.5	100	5
01F	0.08	0.4	1.5	100	5
01G	0.08	0.4	1.5	100	5
01H	0.08	0.4	1.5	100	5
01I	0.08	0.4	1.5	100	5
TOTAL	0.8	0.4	12	800	5

2024-10-15
 21-146A

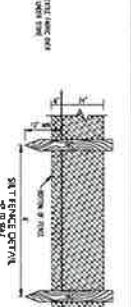
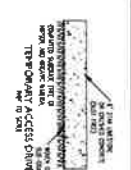
SOIL EROSION CONTROL LEGEND

TEMPORARY EROSION CONTROL MEASURES

1. SLOPE PROTECTION	2. SLOPE PROTECTION	3. SLOPE PROTECTION	4. SLOPE PROTECTION
5. SLOPE PROTECTION	6. SLOPE PROTECTION	7. SLOPE PROTECTION	8. SLOPE PROTECTION
9. SLOPE PROTECTION	10. SLOPE PROTECTION	11. SLOPE PROTECTION	12. SLOPE PROTECTION
13. SLOPE PROTECTION	14. SLOPE PROTECTION	15. SLOPE PROTECTION	16. SLOPE PROTECTION
17. SLOPE PROTECTION	18. SLOPE PROTECTION	19. SLOPE PROTECTION	20. SLOPE PROTECTION

TEMPORARY EROSION CONTROL MEASURES

1. SLOPE PROTECTION	2. SLOPE PROTECTION	3. SLOPE PROTECTION	4. SLOPE PROTECTION
5. SLOPE PROTECTION	6. SLOPE PROTECTION	7. SLOPE PROTECTION	8. SLOPE PROTECTION
9. SLOPE PROTECTION	10. SLOPE PROTECTION	11. SLOPE PROTECTION	12. SLOPE PROTECTION
13. SLOPE PROTECTION	14. SLOPE PROTECTION	15. SLOPE PROTECTION	16. SLOPE PROTECTION
17. SLOPE PROTECTION	18. SLOPE PROTECTION	19. SLOPE PROTECTION	20. SLOPE PROTECTION



PARTNERS

Partners in Architecture
 ARCHITECTS
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Partners in Architecture
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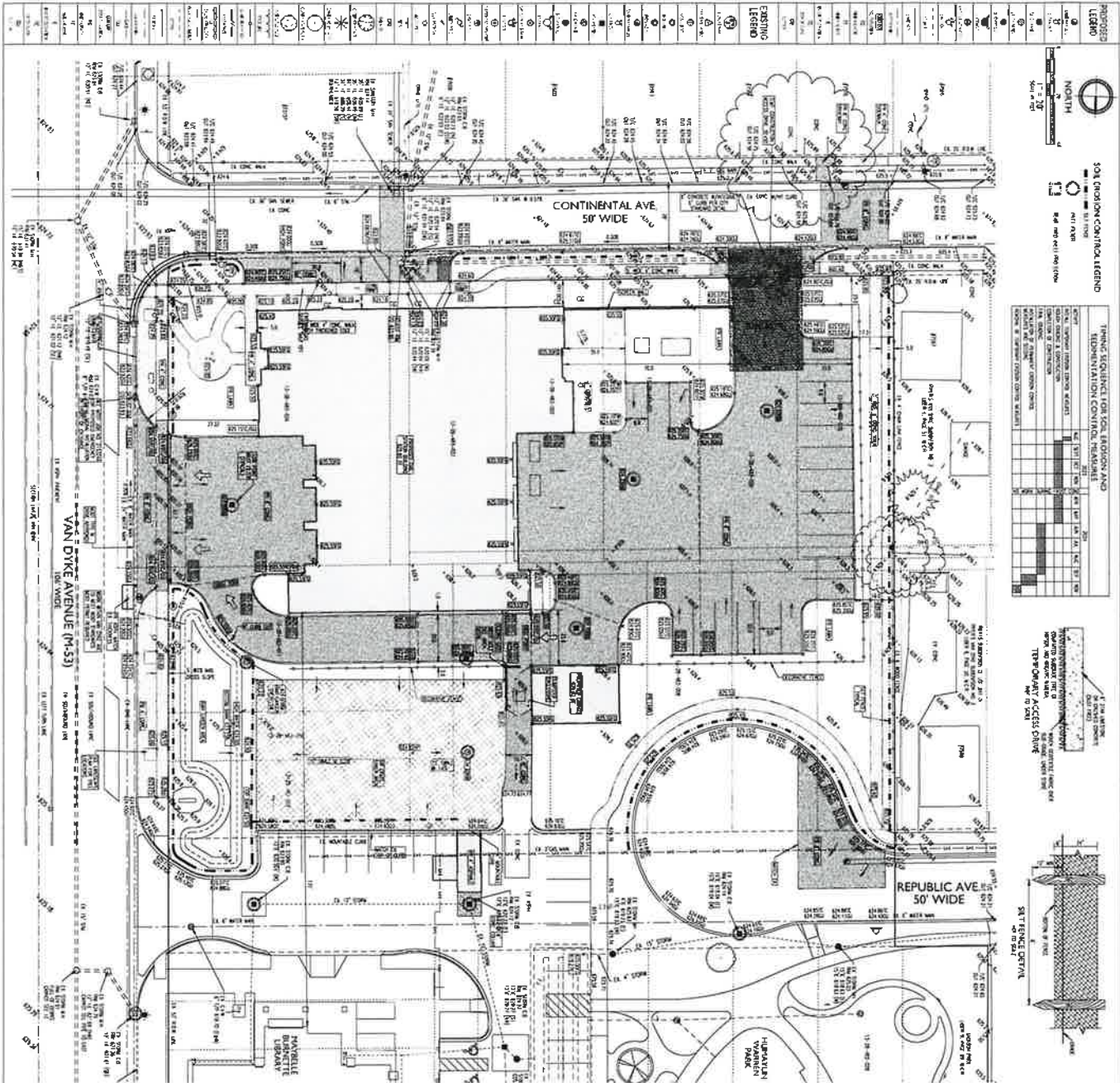
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Partners in Architecture
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GENERAL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT SOIL EROSION AND SEDIMENTATION.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.
5. ALL EROSION CONTROL MEASURES SHALL BE REMOVED AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED.
7. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE LOCAL AUTHORITIES BEFORE CONSTRUCTION BEGINS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
9. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT SOIL EROSION AND SEDIMENTATION.
10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.
11. ALL EROSION CONTROL MEASURES SHALL BE REMOVED AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT.
12. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED.
13. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE LOCAL AUTHORITIES BEFORE CONSTRUCTION BEGINS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
15. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT SOIL EROSION AND SEDIMENTATION.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND MAINTENANCE NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

3. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT SOIL EROSION AND SEDIMENTATION.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.

5. ALL EROSION CONTROL MEASURES SHALL BE REMOVED AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT.

6. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED.

7. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE LOCAL AUTHORITIES BEFORE CONSTRUCTION BEGINS.

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14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

15. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT SOIL EROSION AND SEDIMENTATION.

16. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC UTILITIES AT ALL TIMES.

17. ALL EROSION CONTROL MEASURES SHALL BE REMOVED AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF THE PROJECT.

18. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL EROSION CONTROL MEASURES INSTALLED AND MAINTAINED.

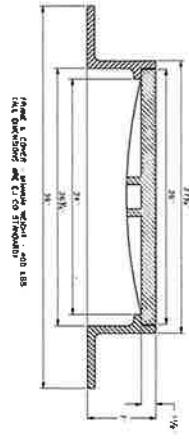
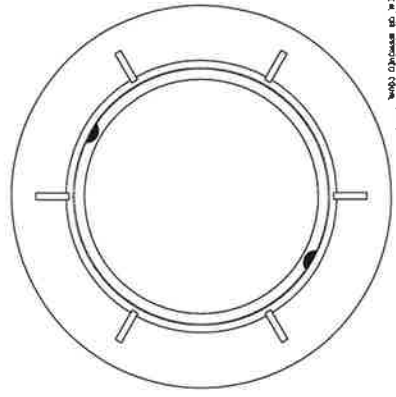
19. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE LOCAL AUTHORITIES BEFORE CONSTRUCTION BEGINS.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

SOIL EROSION AND SEDIMENTATION CONTROL PLAN

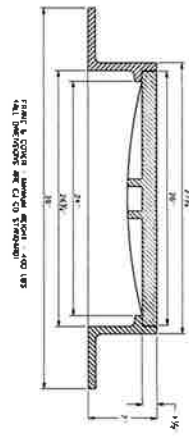
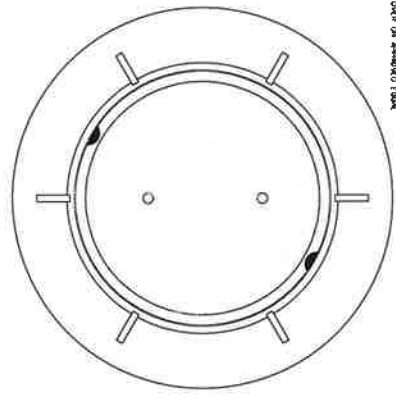
CS 01

FIG. 10 - 1/2" DIA. x 1/2" DEPT. BOLT
 25/16" DIA. x 1/2" DEPT. COVER STRAP
 1/2" DIA. x 1/2" DEPT. STRAP



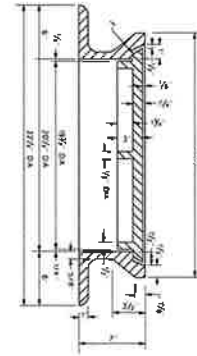
STANDARD SANITARY MANHOLE FRAME & COVER

FIG. 11 - 1/2" DIA. x 1/2" DEPT. BOLT
 25/16" DIA. x 1/2" DEPT. COVER STRAP
 1/2" DIA. x 1/2" DEPT. STRAP



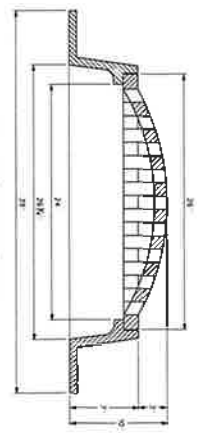
STANDARD STORM MANHOLE FRAME & COVER

FIG. 12 - 1/2" DIA. x 1/2" DEPT. BOLT
 25/16" DIA. x 1/2" DEPT. COVER STRAP
 1/2" DIA. x 1/2" DEPT. STRAP

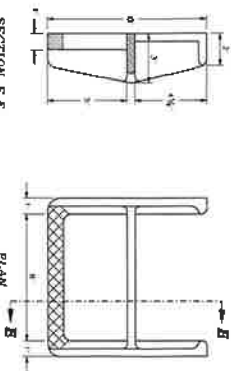


STANDARD GATE WELL FRAME & COVER

FIG. 13 - 1/2" DIA. x 1/2" DEPT. BOLT
 25/16" DIA. x 1/2" DEPT. COVER STRAP
 1/2" DIA. x 1/2" DEPT. STRAP

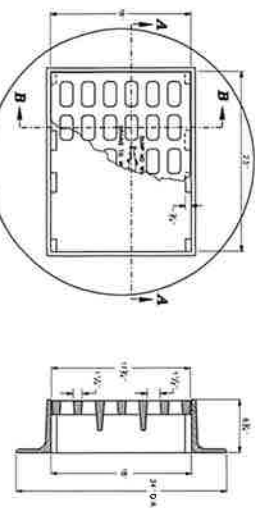


STANDARD OVAL (TYPE "N") GRATE & FRAME FOR CATCH BASINS & INLETS IN UNPAVED AREAS



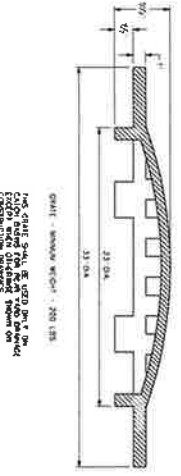
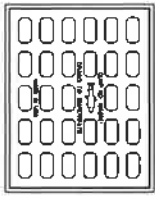
STANDARD MANHOLE STEP

FIG. 14 - 1/2" DIA. x 1/2" DEPT. BOLT
 25/16" DIA. x 1/2" DEPT. COVER STRAP
 1/2" DIA. x 1/2" DEPT. STRAP



STANDARD CATCH BASIN FRAME & GRATE

VIEW OF COVER



STANDARD BEEHIVE GRATE - TYPE "R.Y."

GENERAL NOTES - CASTINGS:

1. ALL CASTINGS SHALL BE MADE TO THE DIMENSIONS SHOWN ON THIS DRAWING.
2. ALL CASTINGS SHALL BE CLEANED BY SAND-BLASTING.
3. THE FINISH SHALL BE AS SHOWN ON THIS DRAWING.
4. ALL CASTINGS SHALL BE MADE TO THE DIMENSIONS SHOWN ON THIS DRAWING.
5. ALL CASTINGS SHALL BE MADE TO THE DIMENSIONS SHOWN ON THIS DRAWING.

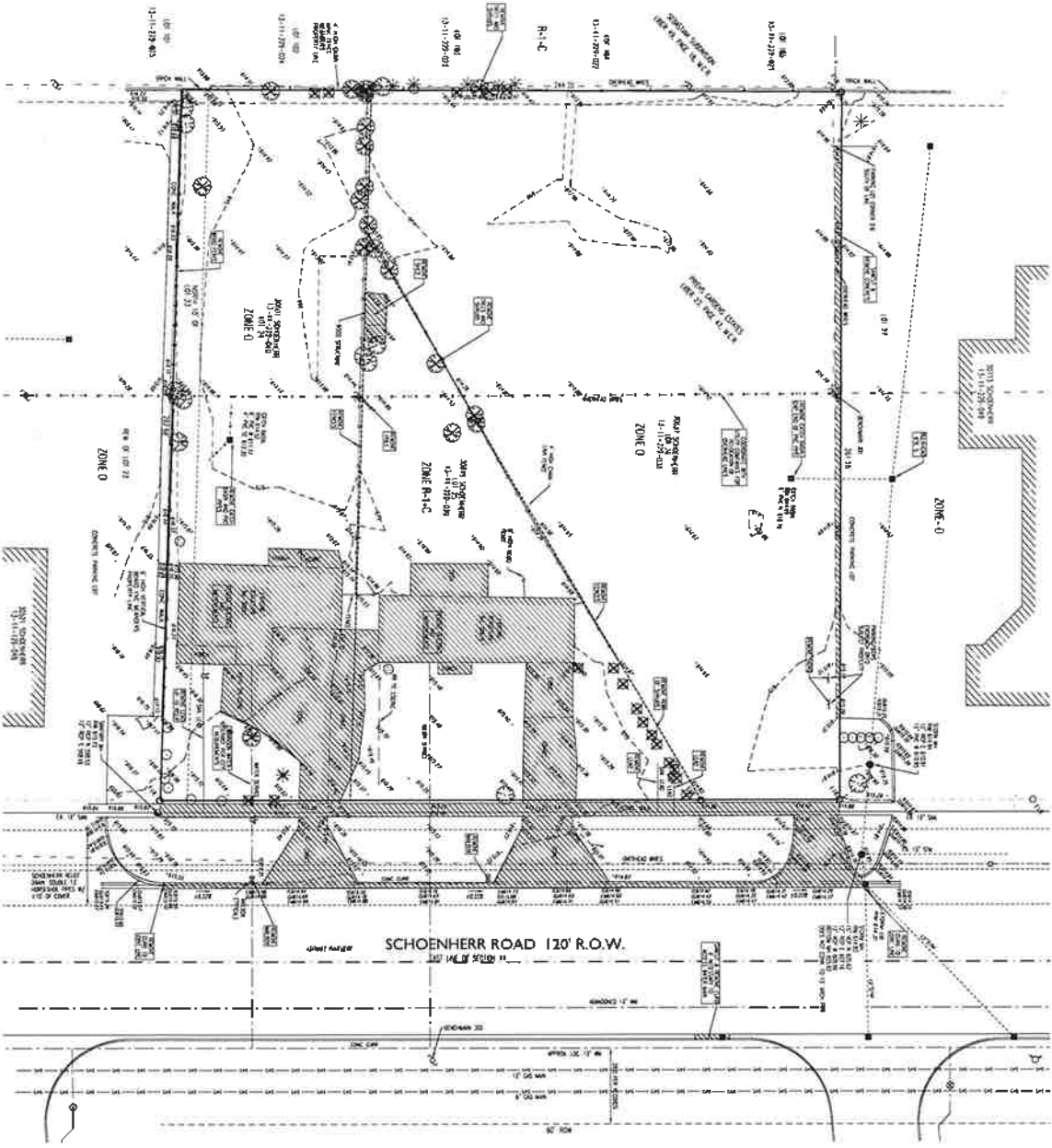
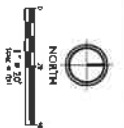
DATE	BY	REVISION

DIVISION OF ENGINEERING
 CITY OF WARREN, MICHIGAN

CASTING DETAILS

DS-3

PROPOSED	LEGEND
1	EXISTING
2	PROPOSED
3	CONCRETE
4	ASPHALT
5	GRAVEL
6	PAVEMENT
7	CONCRETE
8	ASPHALT
9	GRAVEL
10	PAVEMENT
11	CONCRETE
12	ASPHALT
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93	GRAVEL
94	PAVEMENT
95	CONCRETE
96	ASPHALT
97	GRAVEL
98	PAVEMENT
99	CONCRETE
100	ASPHALT



SCHOENHERR ROAD 120' R.O.W.



GENERAL NOTES

1. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL FIELD DATA AND SURVEY INFORMATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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Warren Fire Station #5

20113 SCHOENHERR RD.
WARREN, VA 24593

21-1468

PROJECT TEAM:

OWNER: WARREN FIRE DEPARTMENT

DESIGNER: PROJECT PARTNERS ARCHITECTURE P.C.

DATE: 10/20/2023

SCALE: AS SHOWN

PROJECT PARTNERS ARCHITECTURE P.C.
1000 W. MAIN ST., SUITE 100
WARREN, VA 24593
TEL: 434-644-1111
WWW.PROJECTPARTNERS.COM

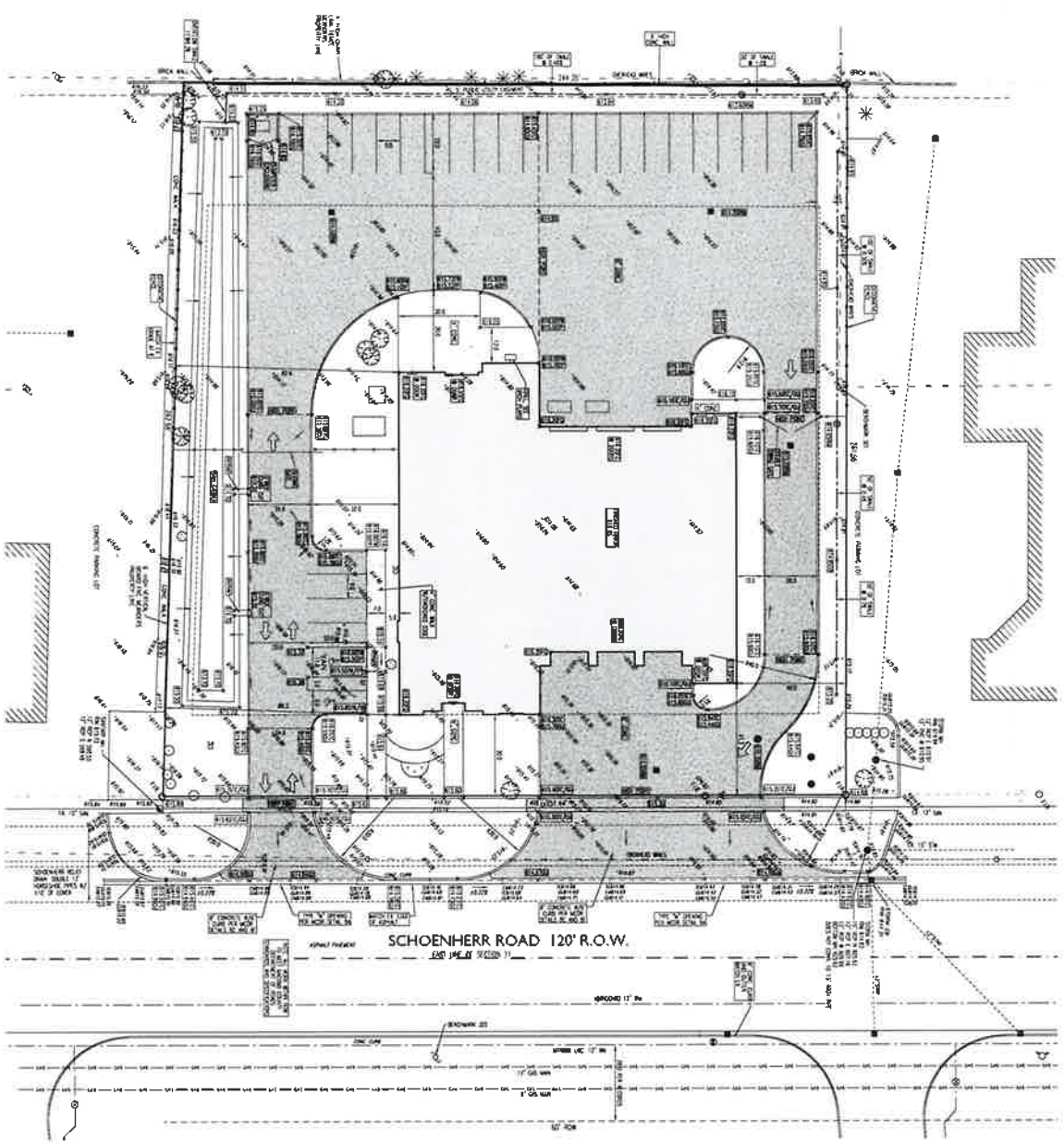
PARTNERS

PROJECT PARTNERS ARCHITECTURE P.C.

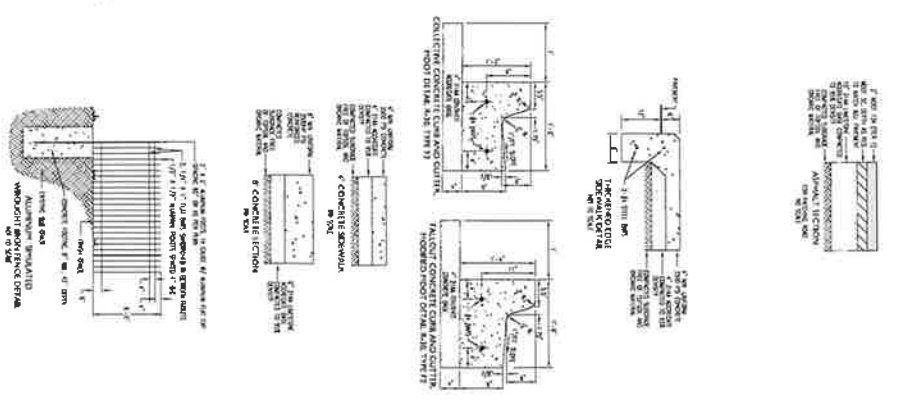
PROPOSED
EXISTING

1" = 20'
0' 0" 10' 20'

NORTH



SCHOENHERR ROAD 120' R.O.W.
120' R.O.W. SECTION 11



PROPOSED
EXISTING

1" = 20'
0' 0" 10' 20'

NORTH

PARTNERS
PARTNERS IN ARCHITECTURE P.C.

PCE
Project Control Engineering Inc.
2100 1st Street
Waltham, MA 01954
(617) 252-3300
www.pceinc.com

When Fire Station #5
2019 Schoenherr Rd.
Waltham, MA 01954
381-252-3300

21-146B

NO.	DATE	DESCRIPTION
1	10/20/18	ISSUED FOR PERMITS
2	11/15/18	REVISED PER COMMENTS
3	01/15/19	REVISED PER COMMENTS
4	02/15/19	REVISED PER COMMENTS
5	03/15/19	REVISED PER COMMENTS
6	04/15/19	REVISED PER COMMENTS
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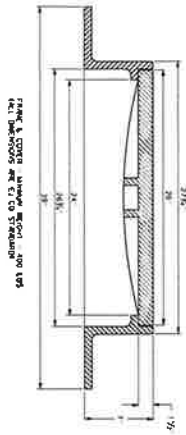
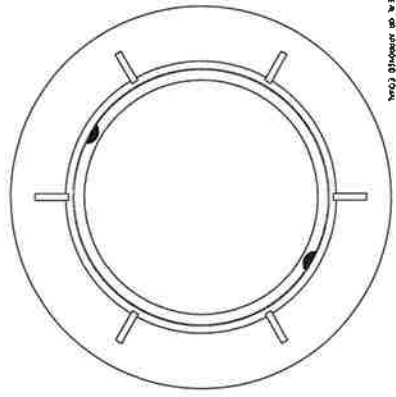
GRADING PLAN

DATE: 10/20/18
SCALE: AS SHOWN

C2-01

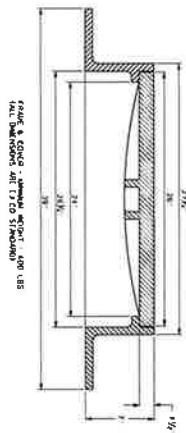
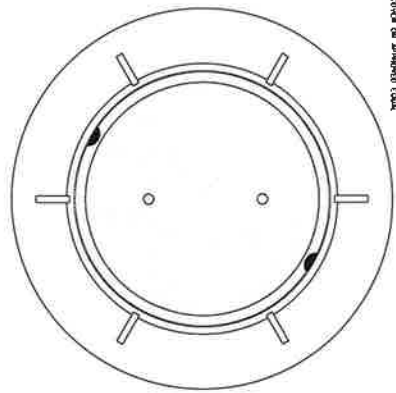
PROPOSED
 LEGEND
 1. 1/2" = 1' - 0"
 2. 1/4" = 1' - 0"
 3. 1/8" = 1' - 0"
 4. 1/16" = 1' - 0"
 5. 1/32" = 1' - 0"
 6. 1/64" = 1' - 0"
 7. 1/128" = 1' - 0"
 8. 1/256" = 1' - 0"
 9. 1/512" = 1' - 0"
 10. 1/1024" = 1' - 0"
 11. 1/2048" = 1' - 0"
 12. 1/4096" = 1' - 0"
 13. 1/8192" = 1' - 0"
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 15. 1/32768" = 1' - 0"
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 2

FIG. 101 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "A" - 18" RADIUS



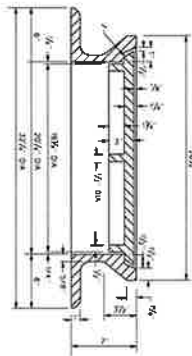
STANDARD SANITARY MANHOLE FRAME & COVER

FIG. 102 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "B" - 18" RADIUS



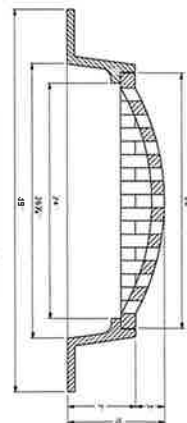
STANDARD STORM MANHOLE FRAME & COVER

FIG. 103 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "C" - 18" RADIUS

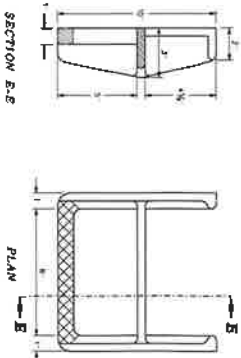


STANDARD GATE WELL FRAME & COVER

FIG. 104 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "D" - 18" RADIUS

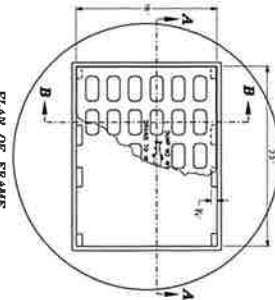


STANDARD OVAL TYPE "N" GRATE & FRAME FOR CATCH BASINS & INLETS IN UNPAVED AREAS

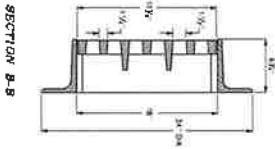


STANDARD MANHOLE STEP

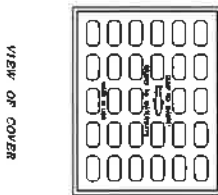
FIG. 105 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "E" - 18" RADIUS



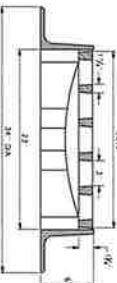
PLAN OF FRAME



SECTION B-B



VIEW OF COVER



SECTION A-A

STANDARD CATCH BASIN FRAME & GRATE

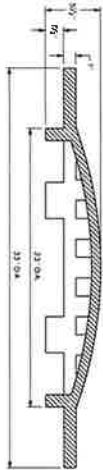


FIG. 106 - 1800 LBS. 2' DIAM. CAST IRON MANHOLE FRAME & COVER - TYPE "F" - 18" RADIUS

STANDARD BEEHIVE GRATE - TYPE "R.Y."

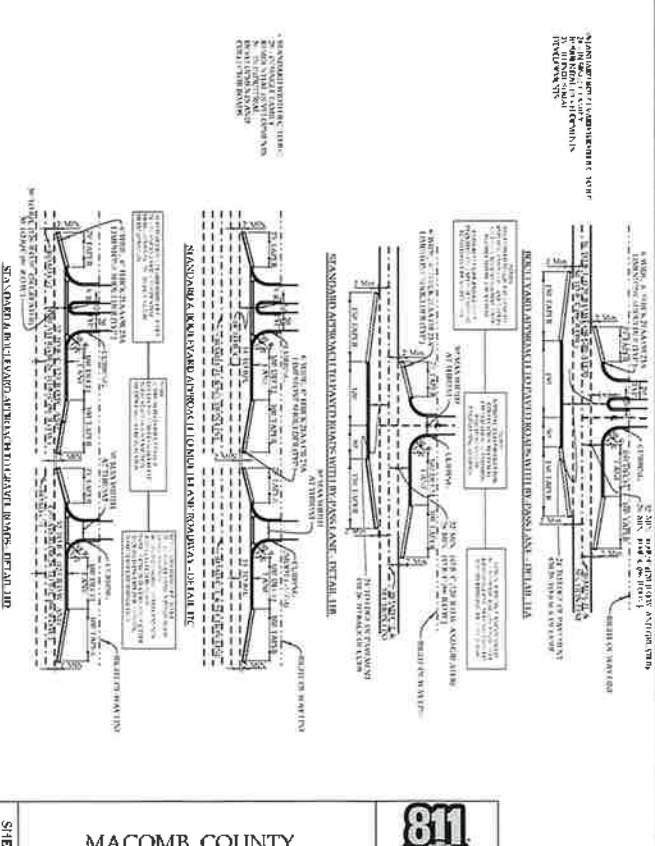
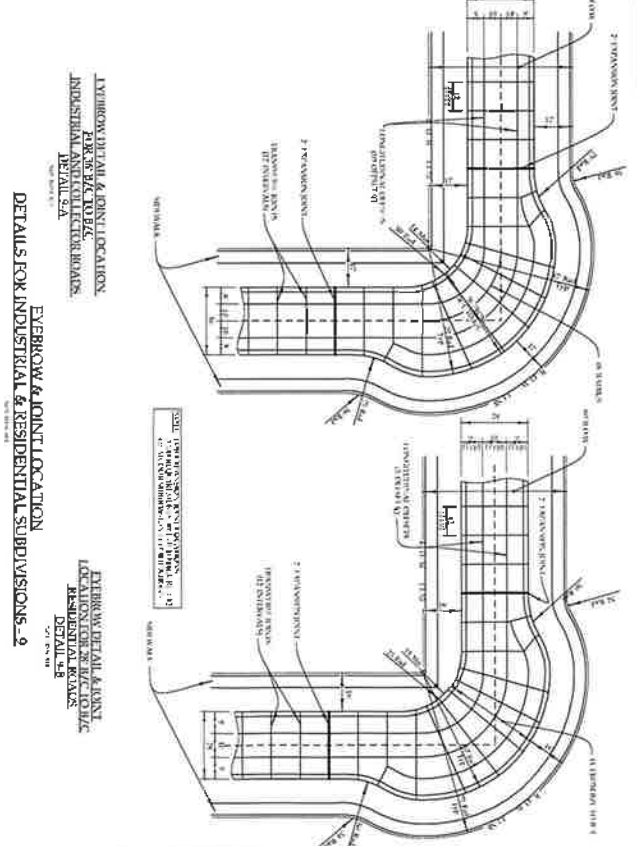
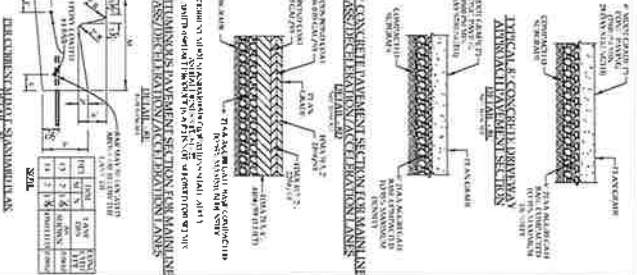
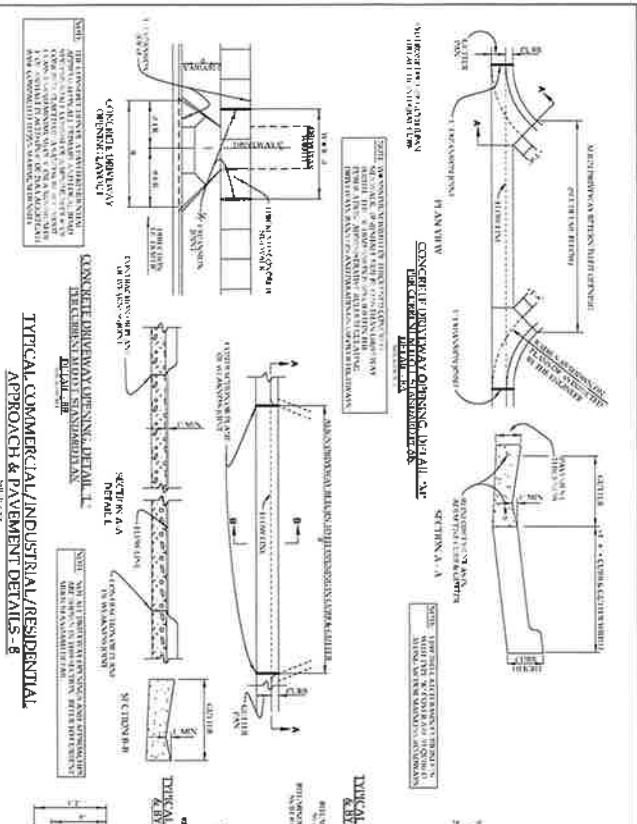
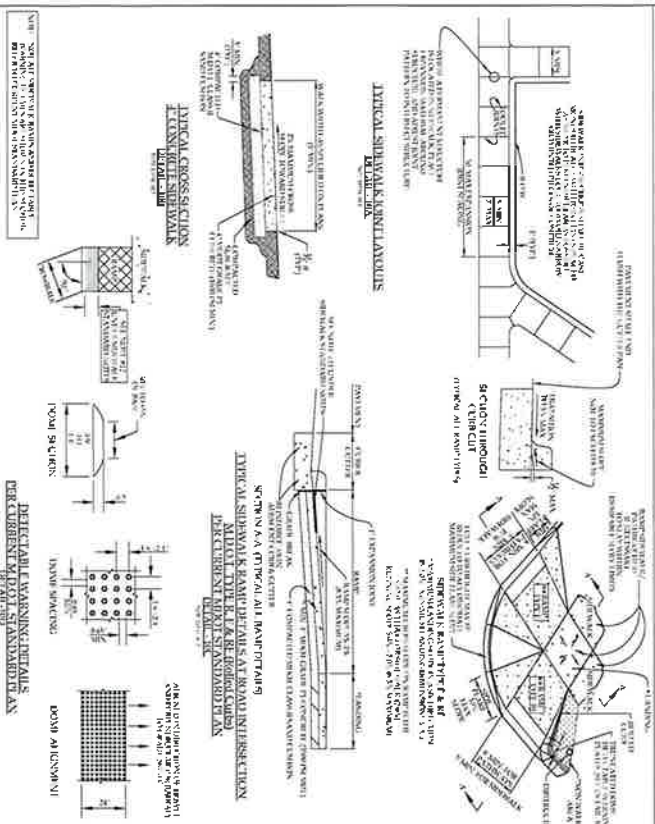
GENERAL NOTES - CASTINGS

1. All castings shall be made of iron or steel.
2. All castings shall be finished to the best possible surface.
3. All castings shall be cleaned by sand-blasting.
4. All castings shall be painted with a coat of red lead.
5. All castings shall be painted with a coat of black lead.

DATE	BY	REVISION
APR 1913	W. H. WOODRUFF	DESIGNED
MAY 1913	W. H. WOODRUFF	REVISED
JUN 1913	W. H. WOODRUFF	REVISED
DIVISION OF ENGINEERING CITY OF WARREN MICHIGAN		

CASTING DETAILS

DS-3



MACOMB COUNTY DEPARTMENT OF ROADS

811
Know what's below.
Call 800.455.7222

DATE REVISED
MARCH 2008

SCALE
N/A

SHEET NO.
2 OF 2

PAVING STANDARD DETAILS

128



9325 Maltby Road
 Brighton, MI 48116
 PH: 248-446-8000
 www.brivar.com

Project: The City of Warren Change Order Request Number: OCOR014-ISSUED-20240313
 To: Dan Gwozdz / The City of Warren Controller From: Brivar – Anthony Goins
 Potential Change Order #: PCO025 Date: Wednesday, March 13, 2024
 Re: FS05 - Site Drainage Sketch
 Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: **Minimum impact estimated to be +/- 005 days**

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1	Site Work - Furnish and install (2) 24" Catch Basins and 6" piping with clean out. Includes site demo, fencing demo as required to complete this work and haul off of spoils.	\$ 21,038.34
2	Landscaping - Furnish labor and material to complete lawn restoration after drainage installation. Cost includes soil and sod as required at (2) adjacent lots. Assumed quantity for sod 256 SY	\$ 5,280.45
3	Furnish and installation of silt fencing as required for earthwork excavation.	\$ 500.00
4	Allowance for irrigation line repairs to existing homeowner property. Cost is specified as allowance, extent of repairs required TBD.	\$ 500.00
5	** Does not include Fence Restoration. Cost assumes 256 SY of Sod Restoration - Additional cost to be provided if Sod exceeds specified amount. **	
6		
7		
8		
9		
10		
Subtotal:		\$ 27,318.79

PREVIOUS CONTRACT TOTAL: \$16,446,478.55
 SUBCONTRACTOR'S TOTAL: \$27,318.79
 BRIVAR's OHP + BOND: \$2,731.88
OCOR TOTAL: \$30,050.67

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company **Accepted by: Dan Gwozdz-PIA** **Accepted by: The City of Warren Controller**

Signature: _____ Signature: _____ Signature: _____
 Print: _____ Print: _____ Print: _____
 Date: _____ Date: _____ Date: _____

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc. Date: March 6, 2024
 Address: 30850 Stephens Hwy. Reference: Fire Station 5 Site Drainage-REV2
 Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 005+/-**

ADDITIONS/DELETIONS:

#	Description	Subtotal
1	Furnish and install (2) 24" Catch basis and 6" schedule 40 PVC per City Sketch. Cost includes demolition of parts of existing yard fences as required to complete this work.	\$ 19,125.77
2	Excluded from quoted cost - Lawn Restoration, Fence Replacement, Demolition of Existing Structures (Sheds, Pools, Trees, etc). Cost assumes no existing structures or removal of hazardous waste.	\$ -
3	Material Cost - \$10,136.66	\$ -
4	Labor and Equipment - \$8,989.11	\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10	Cost as identified does not include unforeseen items under soil.	\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 19,125.77
FEE:	\$ 1,912.58
CHANGE ORDER REQUEST TOTAL:	\$ 21,038.34

PRESENTED BY: Zach Marlow - Site Development Inc.

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Salisbury Landscape Group
 Address: 6295 W Joy Road
 Dexter, MI 48130
 Date: March 11, 2024
 Reference: Fire Station 5 - Lawn Restoration

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 001+/-**

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Provide labor and materials as required to complete lawn restoration at disturbed areas after drain structure and pipe installation. Furnish and install topsoil (3" Depth). Fine Grade areas and prep for sod. Furnish and install sod. Sod Restoration - 256 SY	\$ 4,800.41
2	Material - \$2,446.41	\$ -
3	Labor - \$2,354.00	\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 4,800.41
FEE:	\$ 480.04
CHANGE ORDER REQUEST TOTAL:	\$ 5,280.45

PRESENTED BY: Zach Marlow - Site Development Inc.



PARTNERS in Architecture, PLC
 65 MARKET STREET
 WARREN, MI 48093
 P: 586.463.3600

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CONSULTANT



Project Control Engineering, Inc.
 Engineers Surveyors Consultants
 P.O. Box 307
 2420 Pce. Tremble Road
 Algeron, MI 48003
 Phone 810.794.1931
 Fax 810.794.1331
 www.pce-inc.com PCE 00 #15-004

PROFESSIONAL SEAL

OWNER

City of Warren

One City Square
 Warren, MI 48093
 (586) 574-4520

PROJECT NAME

Warren Fire Station #5

30619 Schoenherr Rd.
 Warren, MI 48089

PROJECT NO.

21-146B

ISSUES / REVISIONS

BIDDING / CONSTRUCTION	06/13/23
ADDENDUM 1	06/30/23
Post-Bid Addendum 1	06/01/23

DRAWN BY

EHJ

CHECKED BY

JTM

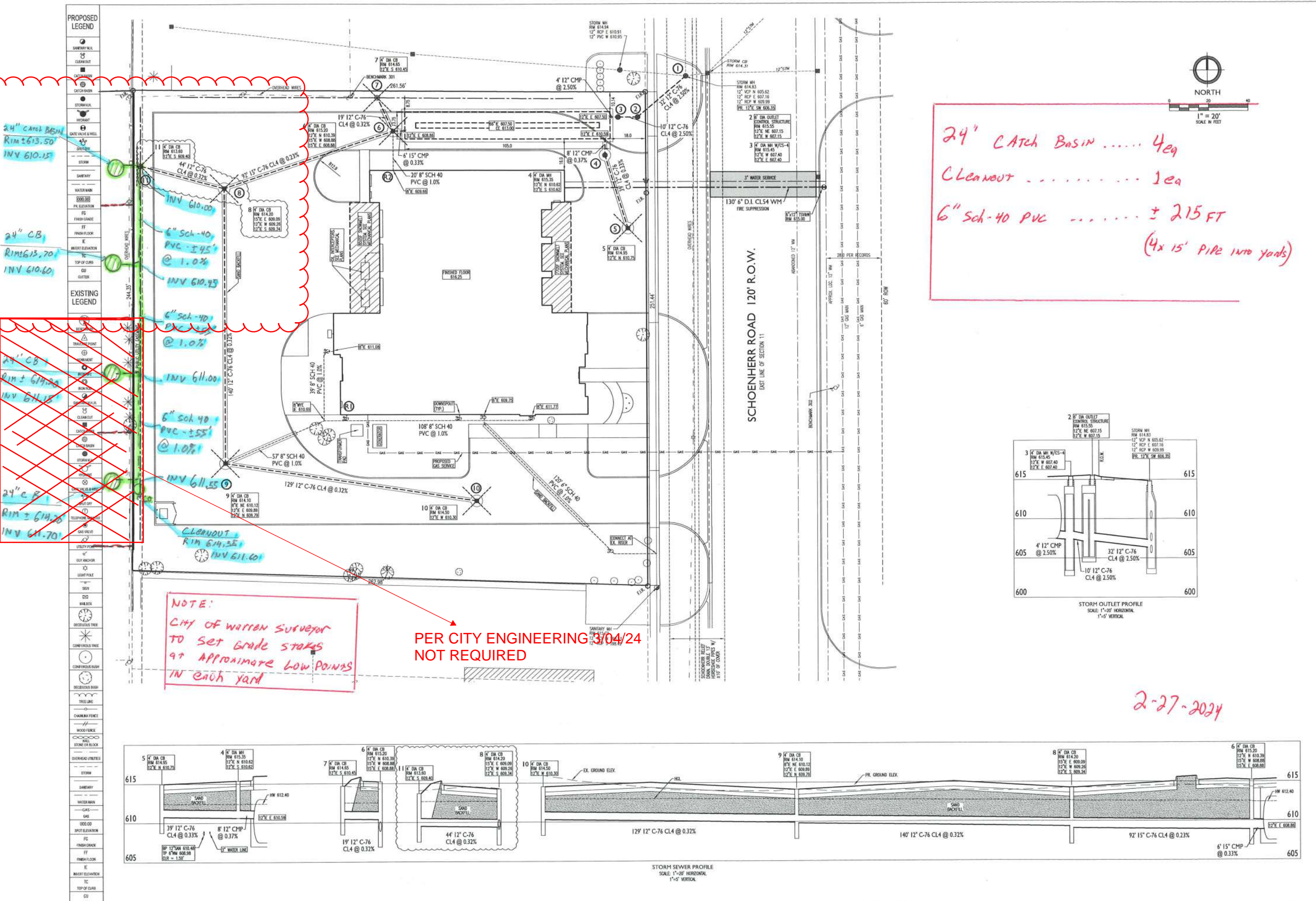
APPROVED BY

MAM

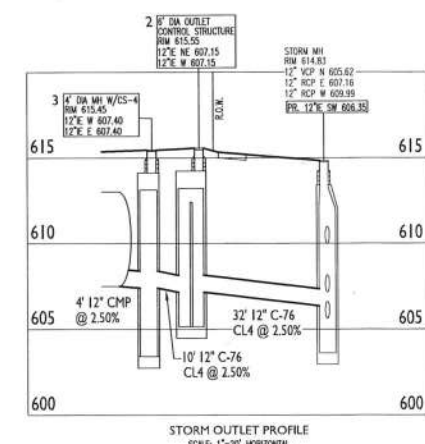
SHEET NAME

UTILITY PLAN

C3-01



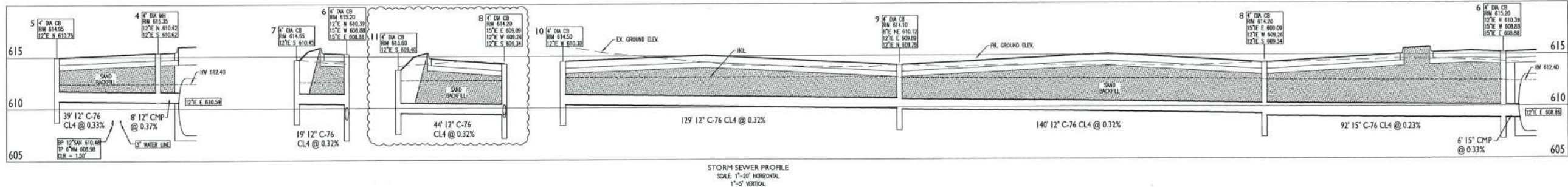
24" Catch Basin 4ea
 Cleanout 1ea
 6" Sch-40 PVC ± 215 FT
 (4x 15' Pipe into yards)

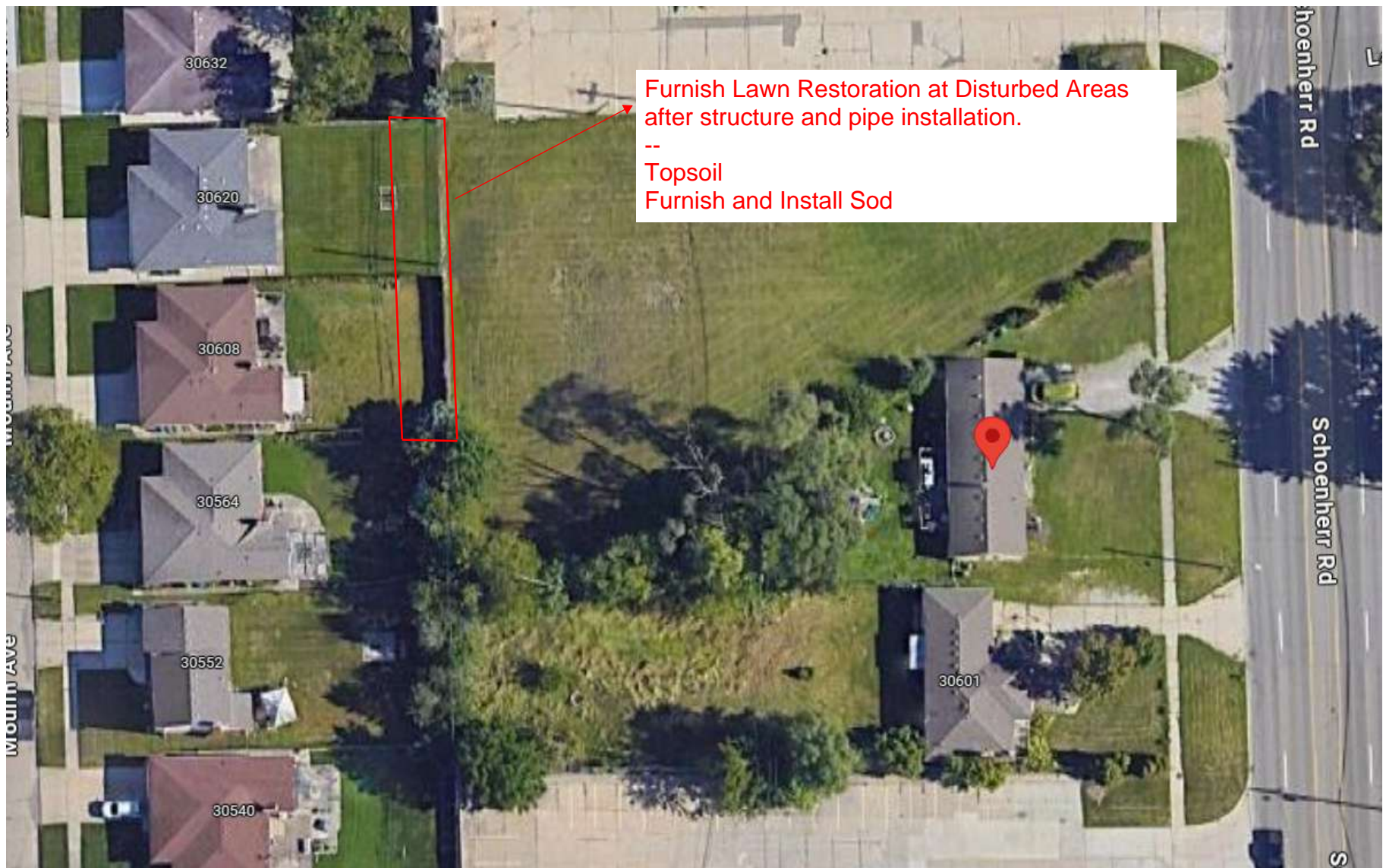


NOTE:
 CITY OF WARREN SURVEYOR
 TO SET GRADE STAKES
 AT APPROXIMATE LOW POINTS
 IN EACH YARD

PER CITY ENGINEERING 3/04/24
 NOT REQUIRED

2-27-2024





**General area of disturbance approximate



9325 Maltby Road
 Brighton, MI 48116
 PH: 248-446-8000
 www.brivar.com

Project: The City of Warren Change Order Request Number: OCOR021-ISSUED-20240403
 To: Dan Gwozdz / The City of Warren Controller From: Brivar – Anthony Goins
 Potential Change Order #: PCO032 Date: Wednesday, April 17, 2024
 Re: FS05-Project Delays DTE Pole Relocation

Revised - May 23rd, 2024

Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: **Minimum impact estimated to be +/- 030 days**

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1	Costs Associated with Fire Station #05 Project Delays due to DTE Utility Poles not being relocated per project Schedule. Change Order reflects completion of Pole Relocation work by 4/19/24 with work resuming the week of 4/29/24 at Station #05. No work on site from 3/18 to 4/29.	
2	Brivar Construction - Additional General Conditions Associated with Delays for Fire Station #05 (30 Working Days) Staffing Cost - Fire Station #05. Cost includes Brivar General Conditions, Labor and Overhead. GC Cost Calculated at Average of (20) working days per month (Billing Back Up Attached) \$31,300.00 Per Month / 20 Working Days Average (Dec. Jan. Feb. March) - \$1,565.00 Per Day	\$ 46,950.00
3	HollowCore Inc. - Storage Fees associated with Precast Materials due to project delay.	\$ 3,465.00
4	Site Development Inc. - Remobilization cost associated with project delay on Fire Station #05. Cost identified is for Remobilization to Site to Continue Site Work.	\$ 3,217.46
5	B&A Structural Steel - Storage Fees for Joists and Deck released per schedule. Storage Cost from Material Supplier is identified Weekly. This amount is not to exceed (actual) delivery date. Storage identified through June.	\$ 12,375.00
6		
7		
8		
9	Change Order cost as identified does not reflect additional potential cost impacts associated with DTE pole relocation delays at Fire Station #05 beyond estimated DTE completion date of 4/19/24. Per Previous Schedule, DTE Pole Relocation was shown as complete before 2/12/24. Winter conditions (2024 and 2025) and material pricing increases are NOT included in the cost provided. Impact and cost associated TBD as applicable to Fire Station #05.	
10	See attached for Subcontractor Proposals for detail breakdown(s).	
Subtotal:		\$ 66,007.46

PREVIOUS CONTRACT TOTAL: \$16,446,478.55

SUBCONTRACTOR'S TOTAL: \$66,007.46

BRIVAR's OHP + BOND: \$6,600.75

OCOR TOTAL: \$72,608.20

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company Accepted by: Dan Gwozdz-PIA Accepted by: The City of Warren Controller

Signature:	Signature:	Signature:
Print:	Print:	Print:
Date:	Date:	Date:

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc. Date: April 2, 2024
 Address: 30850 Stephens Hwy. Reference: Remobilize after delay - Station 5
 Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact 030+/-**

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Cost to remobilized after pole relocation on Fire Station #05.	
2	Mobilization Cost	\$ 2,500.00
3	Labor - Foreman - Coordinate Mobilization to resume work - 4 Hours - \$106.24 Per Hour	\$ 424.96
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$	2,924.96
FEE:	\$	292.50
CHANGE ORDER REQUEST TOTAL:	\$	3,217.46

PRESENTED BY: Zach Marlow - Site Development Inc.



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Hollowcore Incorporated
 Address: 60 Haltiner Avenue
 River Rouge, MI

Date: March 15, 2024
 Reference: Project Delay Costs Station #05

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 030+/-**

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Material Storage Fee for Fire Station #5 Per Revised Schedule.	\$ 3,150.00
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$	3,150.00
FEE:	\$	315.00
CHANGE ORDER REQUEST TOTAL:	\$	3,465.00

PRESENTED BY:

Richard Pich - Hollowcore Inc

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: B&A Structural Steel, LLC
 Address: 50775 Richard W. Blvd.
 Chesterfield MI, 48051

Date: March 1, 2024
 Reference: Warren Fire Station 5 - Steel Joist and Deck - Storage Fees

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact 030+/-**

ADDITIONS/DELETIONS:

#	Description	Subtotal
1	Storage fees billed by Supplier for Joist and Decking material for the Fire Station 5. Weekly Storage Fee starting 3/04/24 per project schedule delayed until June. Change Order will be sent monthly until delivery of materials to the site. Weekly Storage Fee's for this material is \$625.00	
2	Storage Fees - March 2024 (4 Weeks)	\$ 2,500.00
3	Storage Fees - April 2024 (4.5 Weeks)	\$ 2,812.50
4	Storage Fees - May 2024 (5.5 Weeks)	\$ 3,437.50
5	Storage Fees - June 2024 (4 Weeks)	\$ 2,500.00
6	Final Amount Pending Delivery Date. Cost does not include steel repainting fees and will be provided seperately if customer would like steel repainted.	\$ -
7	AS NOTED - STORAGE COST NOT TO EXCEED (EXPECTED DELIVERY 1ST WEEK OF JUNE)	\$ -
8		\$ -
9		\$ -
10		\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 11,250.00
FEE:	\$ 1,125.00
CHANGE ORDER REQUEST TOTAL:	\$ 12,375.00

PRESENTED BY:

Al Wriston

March 13, 2024

Dan Gwozdz
Partners in Architecture
65 Market St.
Mount Clemen, MI 48043

RE: Notice of Delay – City of Warren- Warren Fire Station Fire Station #1 and Fire Station #5

Mr. Gwozdz,

Please accept this letter as Brivar Construction Company's official Notice of Delay for the Warren Fire Station Project (Warren Fire Station #1 and Warren Fire Station #5).

In accordance with A201-2017 General Conditions of the Contract for Construction, Section 3. Delays and Extensions of Time, Brivar is notifying both the Architect and Owner of such delays.

This additional Notice of Delay supplements the previously submitted notices regarding delays. These were initially identified in email correspondence starting January 19th for the impact on Fire Station #5, followed by numerous subsequent emails. Additionally, an email on Monday, February 26th, 2024, addressed delays for both Stations. Furthermore, the details were outlined on March 12th, 2024 email notification. The presence of existing utility poles at Fire Station #1 and Fire Station #5 is currently impeding further construction progress in the usual manner, significantly affecting the Project Schedule

Respectfully,

Brivar Construction Company



Anthony Goins
Project Manager

CC: Michael Malone – PIA
Wilbert McAdams – City of Warren Fire Department
Kirk Rehn – City of Warren
Bryan Rosbury - BRIVAR
Mary Beth Fuson - BRIVAR
Craig Stockard - BRIVAR

Re: Warren Fire Station - Project Delay Overview

Anthony Goins <agoins@brivar.com>

Tue 2024-03-12 4:54 PM

To: mmalone@partnersinarch.com <mmalone@partnersinarch.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org <wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; Tina Gapshes <tgapshes@cityofwarren.org>; ctrezza@cityofwarren.org <ctrezza@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>
Cc: Craig Stockard <craig@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Chris Jack <cjack@brivar.com>; Seth Swihart <sswihart@brivar.com>; Rick Strank <rick@brivar.com>

All,

To clarify - NET impact dates shown are reflecting the DTE Pole Relocation based on yesterday's notification. These net dates do not encapsulate overall project impact from initial schedule.

Anthony Goins, Project Manager

9325 Maltby Road
Brighton, MI 48116
(248) 446-8000 (office)
(517) 672-6727 (mobile)
agoins@brivar.com
www.brivar.com



From: Anthony Goins <agoins@brivar.com>

Sent: Tuesday, March 12, 2024 4:11 PM

To: mmalone@partnersinarch.com <mmalone@partnersinarch.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org <wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; Tina Gapshes <tgapshes@cityofwarren.org>; ctrezza@cityofwarren.org <ctrezza@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>

Cc: Craig Stockard <craig@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Chris Jack <cjack@brivar.com>; Seth Swihart <sswihart@brivar.com>; Rick Strank <rick@brivar.com>

Subject: Re: Warren Fire Station - Project Delay Overview

All,

Revised schedules for Warren Fire Stations showing impact of projected delays attached:

Fire Station #01

Schedule Dated 12/15/23 - Completion Date - 1/22/25

Schedule Dated 01/22/24 - Completion Date - 4/25/25

Schedule Dated 03/01/24 - Completion Date - 5/19/25

Schedule Dated 03/12/24 - Completion Date - 07/01/25

Delay - 43 Calendar Days (29 Working Days)

Fire Station #05

Schedule Dated 12/15/23 - Completion Date - 02/07/25

Schedule Dated 01/22/24 - Completion Date - 02/07/25

Schedule Dated 03/01/24 - Completion Date - 02/03/25

Schedule Dated 03/12/24 - Completion Date - 03/26/25

Delay - 47 Calendar Days (32 Working Days)

Anthony Goins, Project Manager

9325 Maltby Road

Brighton, MI 48116

(248) 446-8000 (office)

(517) 672-6727 (mobile)

agoins@brivar.com

www.brivar.com



From: Anthony Goins <agoins@brivar.com>

Sent: Monday, March 11, 2024 5:41 PM

To: mmalone@partnersinarch.com <mmalone@partnersinarch.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org <wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; Tina Gapshes <tgapshes@cityofwarren.org>; ctrezza@cityofwarren.org <ctrezza@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>

Cc: Craig Stockard <craig@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Chris Jack <cjack@brivar.com>; Seth Swihart <sswihart@brivar.com>; Rick Strank <rick@brivar.com>

Subject: Warren Fire Station - Project Delay Overview

Team,

Please see overview of delays as communicated during todays OAC Meeting:

Fire Station #01

- Site Contractor will be completed as far as they can be complete by tomorrow and will plan on demobilizing until activities can be resumed.
- Removal of Existing Sanitary Line under Building Footprint (Zone of Influence) recommended by G2
 - o Due to direction to remove existing 24" sanitary in lieu of grout fill, Existing Poles required to be relocated prior to this work being completed. This work cannot be completed until existing poles are relocated.
 - o Potential / Delays expected to the following trades:
 - BRIVAR
 - Site Contractor - Remobilization after poles are removed to complete scope
 - Structural Steel - Storage Fee for Joist and Deck (Potential)
 - Precast - Storage Fee for structural Precast (Potential)
 - o Schedule Update Pending - 6 Week Construction Duration (DTE) once recorded easements received.

- Updated schedule forthcoming

Fire Station #05

- Project Delay due to Pole Relocation not completed at FS05. Masonry activities will be complete by the end of next week until utility pole relocation delays stop work.
- Cost impact and schedule update forthcoming.
 - Potential / Delays expected to the following trades
 - BRIVAR
 - Mason
 - Structural Steel
 - Precast
 - Electrician

Meeting minutes from today's meeting are attached for your records. Cost overview and

Anthony Goins, Project Manager

9325 Maltby Road
Brighton, MI 48116
(248) 446-8000 (office)
(517) 672-6727 (mobile)
agoins@brivar.com
www.brivar.com




Re: Warren Fire Station - Project Delay Overview

Anthony Goins <agoins@brivar.com>

Thu 2024-04-04 3:46 PM

To: mmalone@partnersinarch.com <mmalone@partnersinarch.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org <wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; Tina Gapshes <tgapshes@cityofwarren.org>; ctrezza@cityofwarren.org <ctrezza@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>
Cc: Craig Stockard <craig@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Chris Jack <cjack@brivar.com>; Seth Swihart <sswihart@brivar.com>; Rick Strank <rick@brivar.com>

 2 attachments (544 KB)

Re: Warren Fire Station - Project Delay Overview ; Warren Fire Stations_Brivar Schedule_20240312.pdf;

All,

Please find details below on delay cost associated with DTE Pole Relocation on Fire Station #01 and Fire Station #05:

Fire Station #01

- Precast Plank - Storage Fees for Precast \$5,250.00
 - o Original Precast Install - 6/21
 - o Revised Precast Install 8/27
- Site Work - Remobilization to complete site work - \$3,217.46
 - o One Time Cost - Contractor has demobilized from site.
- BRIVAR - Extended Staffing (30 Working Days) - \$28,800.00
 - o Cost provided reflects Monthly GC cost for Station 1
- Cost assumes work can resume per schedule - additional cost impact if work cannot resume by 6/10 on Station #01 per schedule delay projections and completion of DTE Pole Relocation.
- Station #01 - Net Cost Impact - \$37K

Fire Station #05

- Precast Plank - Storage Fees for Precast (Revised Installation date 5/21/24) \$3,465.00
- Site Work - Remobilization to complete site work - \$3,217.46
 - o One Time Cost - Contractor has demobilized from site
- Structural Steel - Storage Fees - Released Material (Joist and Deck) - \$12,375.00
 - o Material Released per Original Schedule - Joist Installation March 2024
 - o Revised Schedule - Joist and Deck Installation 7/01/24
 - o Weekly Storage Cost - \$625.00 (3.5 Weeks to Date)
- BRIVAR - Extended Staffing (30 Working Days) - \$31,300.00
 - o Cost provided reflects Monthly GC cost for Station 5
- Cost assumes work can resume per schedule - additional cost impact if work cannot resume by 5/01 on Station #05 per schedule delay projections and completion of DTE Pole Relocation.
- Station #05 - Net Cost Impact - \$50k

Considering the actual impact of delays, there may be potential costs related to winter conditions in 2024 and 2025. Cost identification TBD.

Anthony Goins, Project Manager

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agoins@brivar.com
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From: Anthony Goins <agoins@brivar.com>

Sent: Monday, March 11, 2024 5:41 PM

To: mmalone@partnersinarch.com <mmalone@partnersinarch.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org <wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; Tina Gapshes <tgapshes@cityofwarren.org>; ctreppa@cityofwarren.org <ctreppa@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>

Cc: Craig Stockard <craig@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Chris Jack <cjack@brivar.com>; Seth Swihart <sswihart@brivar.com>; Rick Strank <rick@brivar.com>

Subject: Warren Fire Station - Project Delay Overview

Team,

Please see overview of delays as communicated during today's OAC Meeting:

Fire Station #01

- Site Contractor will be completed as far as they can be complete by tomorrow and will plan on demobilizing until activities can be resumed.
- Removal of Existing Sanitary Line under Building Footprint (Zone of Influence) recommended by G2
 - o Due to direction to remove existing 24" sanitary in lieu of grout fill, Existing Poles required to be relocated prior to this work being completed. This work cannot be completed until existing poles are relocated.
 - o Potential / Delays expected to the following trades:
 - BRIVAR
 - Site Contractor - Remobilization after poles are removed to complete scope
 - Structural Steel - Storage Fee for Joist and Deck (Potential)
 - Precast - Storage Fee for structural Precast (Potential)
 - o Schedule Update Pending - 6 Week Construction Duration (DTE) once recorded easements received.
 - o Updated schedule forthcoming

Fire Station #05

- Project Delay due to Pole Relocation not completed at FS05. Masonry activities will be complete by the end of next week until utility pole relocation delays stop work.
- Cost impact and schedule update forthcoming.
 - o Potential / Delays expected to the following trades
 - BRIVAR
 - Mason
 - Structural Steel
 - Precast
 - Electrician

Meeting minutes from today's meeting are attached for your records. Cost overview and

Anthony Goins, Project Manager

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agoins@brivar.com
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Result: 30 days

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

= Not included in results (Skipped) = First day included (Mar 18, 2024) = Last day included (Apr 26, 2024)

WFS - Potential Project Delay Notice

Anthony Goins <agoins@brivar.com>

Mon 2024-02-26 4:28 PM

To: Dan Gwozdz <dgwozdz@partnersinarch.com>; mmalone@partnersinarch.com <mmalone@partnersinarch.com>;
ctreppa@cityofwarren.org <ctreppa@cityofwarren.org>
Cc: Chris Jack <cjack@brivar.com>; Jon M. Schwartz <jon@brivar.com>; Bryan Rosbury <bryan@brivar.com>; Kirk Rehn
<krehn@cityofwarren.org>; Orrin Ferguson <oferguson@warrenfiredept.org>; wmcadams@warrenfiredept.org
<wmcadams@warrenfiredept.org>; Fire Chief <firechief@warrenfiredept.org>; dwirth@cityofwarren.org
<dwirth@cityofwarren.org>; Tina Gapshes <tgapshes@cityofwarren.org>

Team,

As discussed today during today's meeting - project delays are expected as a result of the DTE not receiving final executed easements in timeline as outlined for construction. The impact of this delay will affect the schedule and incur cost. Timing and cost TBD for Fire Station #01 and Fire Station #05.

Affected Trades / Activities

BRIVAR

Masonry

Electrical

Plumbing

Precast

Steel

Anthony Goins, Project Manager

9325 Maltby Road

Brighton, MI 48116

(248) 446-8000 (office)

(517) 672-6727 (mobile)

agoins@brivar.com

www.brivar.com



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

FROM: BRIVAR Construction Company
9325 Maltby Road
Brighton, MI 48116

PROJECT: Fire Station No. 1
Fire Station No. 5

APPLICATION NO: 004

PERIOD TO: 12/31/2023

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	16,446,478.55
2. Net change by Change Orders	\$	67,962.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,514,440.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	869,209.94
5. RETAINAGE:		
a. % of Completed Work	\$	
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	86,920.99
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	782,288.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	503,474.35
8. CURRENT PAYMENT DUE	\$	278,814.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,732,151.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:		
Total approved this Month: OCOR001	\$67,962.24	
TOTALS	\$67,962.24	\$0.00
NET CHANGES by Change Order	\$67,962.24	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 12/27/23

State of: Michigan County of: Livingston
Subscribed and sworn to before me this 27 day of Dec, 2023
Notary Public: [Signature] MARY BETH FUSON
My Commission expires: 11/20/2028 Notary Public, State of Michigan
County of Livingston

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

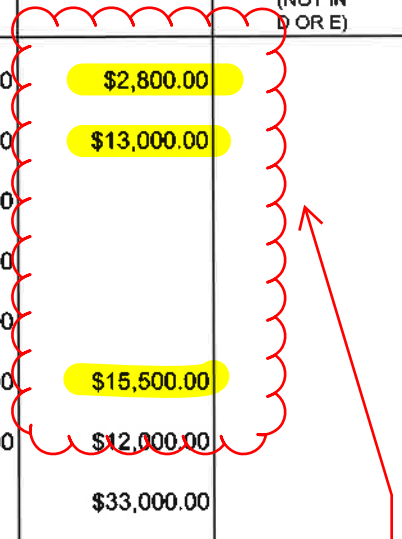
Continuation Sheet - Fire Station No. 5

PAGE 11 OF 11 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004
 APPLICATION DATE: 12/27/2023
 PERIOD TO: 12/31/2023
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
88	GENERAL CONDITIONS	\$38,175.00	\$5,600.00	\$2,800.00		\$8,400.00	22%	\$29,775.00	\$840.00
89	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$181,266.50	\$26,000.00	\$13,000.00		\$39,000.00	22%	\$142,266.50	\$3,900.00
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
92	WEATHER CONDITIONS <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00			\$0.00	0%	\$60,000.00	\$0.00
93	OVERHEAD	\$214,484.00	\$31,000.00	\$15,500.00		\$46,500.00	22%	\$167,984.00	\$4,650.00
94	FEE	\$332,283.00	\$11,000.00	\$12,000.00		\$23,000.00	7%	\$309,283.00	\$2,300.00
95	OCOR001 <small>Subsoil conditions</small>	\$67,962.24		\$33,000.00		\$33,000.00	49%	\$34,962.24	\$3,300.00
96									
97									
98									
99									
100									
	SUBTOTAL THIS SHEET	\$966,478.24	\$145,907.50	\$76,300.00	\$0.00	\$222,207.50	23%	\$744,270.74	\$22,220.75
	SUBTOTAL FIRE STATION 5	\$8,275,007.29	\$377,397.97	\$196,544.00	\$24,925.00	\$598,866.97	7%	\$7,676,140.32	\$59,886.70
	GRAND TOTALS	\$16,514,440.79	\$559,415.94	\$259,944.00	\$49,850.00	\$869,209.94	5%	\$15,645,230.85	\$86,920.99



\$31,300.00 Brivar Construction Cost Billed Monthly
 General Conditions Labor Overhead

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Warren DDA
 One City Square
 Warren, Michigan 48093

PROJECT: Fire Station No. 1
 Fire Station No. 5

FROM: BRIVAR Construction Company
 9325 Maltby Road
 Brighton, MI 48116

APPLICATION NO: 005

PERIOD TO: 1/31/2024

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

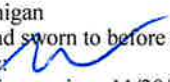
1. ORIGINAL CONTRACT SUM	\$	16,446,478.55
2. Net change by Change Orders	\$	67,962.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,514,440.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,297,452.18
5. RETAINAGE:		
a. % of Completed Work	\$	
b. % of Stored Material	\$	
Total Retainage (Lines 5a + 5b or Total in Column 1 of G703)	\$	129,745.22
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,167,706.96
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	782,288.95
8. CURRENT PAYMENT DUE	\$	385,418.01
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,346,733.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:		
Total approved this Month: OCOR001	\$67,962.24	
TOTALS	\$67,962.24	\$0.00
NET CHANGES by Change Order	\$67,962.24	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 2/1/24

State of: Michigan County of: Livingston
 Subscribed and sworn to before me this 1 day of Feb, 2024
 Notary Public: 
 My Commission expires: 11/20/2028

MARY BETH FUSON
 Notary Public, State of Michigan
 County of Livingston
 Commission Expires 11-20-2028

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the observations and the data comprising this application, the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 005
 APPLICATION DATE: 2/1/2024
 PERIOD TO: 1/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
78A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00			\$0.00	0%	\$43,810.00	\$0.00
78B	LOW VOLTAGE MATERIAL					\$0.00	#####	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	0%	\$14,250.00	\$0.00
79B	FLAGPOLES MATERIAL					\$0.00	#####	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
81	STAKING	\$18,600.00	\$0.00	\$5,657.50		\$5,657.50	30%	\$12,942.50	\$565.75
82A	SIGNAGE LABOR	\$16,375.00	\$0.00			\$0.00	0%	\$16,375.00	\$0.00
82B	SIGNAGE MATERIAL					\$0.00	#####	\$0.00	\$0.00
83	WINDOW TREATMENTS	\$4,369.00	\$0.00			\$0.00	0%	\$4,369.00	\$0.00
84	OWNER ALLOWANCE	\$51,916.00	\$0.00			\$0.00	0%	\$51,916.00	\$0.00
85	ALLOWANCE #1	\$11,287.50	\$0.00			\$0.00	0%	\$11,287.50	\$0.00
86	ALLOWANCE #2	\$8,850.00	\$0.00			\$0.00	0%	\$8,850.00	\$0.00
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$0.00			\$0.00	0%	\$22,163.55	\$0.00
87B	CONCRETE RETAINING WALL MATERIAL					\$0.00	#####	\$0.00	\$0.00
88	GENERAL CONDITIONS	\$38,175.00	\$8,400.00	\$2,800.00		\$11,200.00	29%	\$26,975.00	\$1,120.00
SUBTOTAL THIS SHEET		\$234,796.05	\$8,400.00	\$8,457.50	\$0.00	\$16,857.50	7%	\$217,938.55	\$1,685.75

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 5

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 005
 APPLICATION DATE: 2/1/2024
 PERIOD TO: 1/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
89	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$181,266.50	\$39,000.00	\$13,000.00		\$52,000.00	29%	\$129,266.50	\$5,200.00
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
92	WEATHER CONDITIONS <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00			\$0.00	0%	\$60,000.00	\$0.00
93	OVERHEAD	\$214,484.00	\$46,500.00	\$15,500.00		\$62,000.00	29%	\$152,484.00	\$6,200.00
94	FEE	\$332,283.00	\$23,000.00	\$13,500.00		\$36,500.00	11%	\$295,783.00	\$3,650.00
95	OCOR001 <small>Subsoil conditions</small>	\$67,962.24	\$33,000.00	\$34,962.24		\$67,962.24	100%	\$0.00	\$6,796.22
96									
97									
98									
99									
100									
101									
SUBTOTAL THIS SHEET		\$928,303.24	\$213,807.50	\$76,962.24	\$0.00	\$290,769.74	31%	\$637,533.50	\$29,076.97
SUBTOTAL FIRE STATION 5		\$8,275,007.29	\$598,866.97	\$256,069.74	\$65,605.00	\$920,541.71	11%	\$7,354,465.58	\$92,054.17
GRAND TOTALS		\$16,514,440.79	\$869,209.94	\$297,032.24	\$131,210.00	\$1,297,452.18	8%	\$15,216,988.61	\$129,745.22

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Warren DDA
 One City Square
 Warren, Michigan 48093

FROM: BRIVAR Construction Company
 9325 Maltby Road
 Brighton, MI 48116

PROJECT: Fire Station No. 1
 Fire Station No. 5

APPLICATION NO: 006

PERIOD TO: 2/29/2024

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	16,446,478.55
2. Net change by Change Orders	\$	128,409.06
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,574,887.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,740,367.89
5. RETAINAGE:		
a. % of Completed Work	\$	_____
(Column D + E on G703)		
b. % of Stored Material	\$	_____
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	174,036.79
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,566,331.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,167,706.96
8. CURRENT PAYMENT DUE	\$	398,624.14
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,008,556.51

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner: OCOR001	\$67,962.24	
Total approved this Month: CO004-006, 008-009	\$60,446.82	
TOTALS	\$128,409.06	\$0.00
NET CHANGES by Change Order	\$128,409.06	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Arthur G. [Signature]* Date: 02/26/2024

State of: Michigan County of: Livingston
 Subscribed and sworn to before me this 26 day of Feb, 2024
 Notary Public: *[Signature]*
 My Commission expires: 11/20/2028

MARY BETH FUSON
 Notary Public, State of Michigan
 County of Livingston

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
 APPLICATION DATE:
 PERIOD TO: 2/29/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
78A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00			\$0.00	0%	\$43,810.00	\$0.00
78B	LOW VOLTAGE MATERIAL					\$0.00	#####	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	0%	\$14,250.00	\$0.00
79B	FLAGPOLES MATERIAL					\$0.00	#####	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
81	STAKING	\$18,600.00	\$5,657.50	\$2,595.00		\$8,252.50	44%	\$10,347.50	\$825.25
82A	SIGNAGE LABOR	\$16,375.00	\$0.00			\$0.00	0%	\$16,375.00	\$0.00
82B	SIGNAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
83	WINDOW TREATMENTS	\$4,369.00	\$0.00			\$0.00	0%	\$4,369.00	\$0.00
84	OWNER ALLOWANCE	\$51,916.00	\$0.00			\$0.00	0%	\$51,916.00	\$0.00
85	ALLOWANCE #1	\$11,287.50	\$0.00			\$0.00	0%	\$11,287.50	\$0.00
86	ALLOWANCE #2	\$8,850.00	\$0.00			\$0.00	0%	\$8,850.00	\$0.00
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$0.00			\$0.00	0%	\$22,163.55	\$0.00
87B	CONCRETE RETAINING WALL MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
88	GENERAL CONDITIONS	\$38,175.00	\$11,200.00	\$2,800.00		\$14,000.00	37%	\$24,175.00	\$1,400.00
SUBTOTAL THIS SHEET		\$234,796.05	\$16,857.50	\$5,395.00	\$0.00	\$22,252.50	9%	\$212,543.55	\$2,225.25

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 006
 APPLICATION DATE:
 PERIOD TO: 2/29/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
89	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$181,266.50	\$52,000.00	\$13,000.00		\$65,000.00	36%	\$116,266.50	\$6,500.00
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$8,030.75
92	WEATHER CONDITIONS <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00			\$0.00	0%	\$60,000.00	\$0.00
93	OVERHEAD	\$214,484.00	\$62,000.00	\$15,500.00		\$77,500.00	36%	\$136,984.00	\$7,750.00
94	FEE	\$332,283.00	\$36,500.00	\$10,000.00		\$46,500.00	14%	\$285,783.00	\$4,650.00
95	OCOR001 <small>Subsoil conditions</small>	\$67,962.24	\$67,962.24			\$67,962.24	100%	\$0.00	\$6,796.22
96	OCOR002	PENDING				\$0.00	#####	\$0.00	\$0.00
97	OCOR004 <small>Foundation Winter Conditions</small>	\$7,245.21		\$7,245.21		\$7,245.21	100%	\$0.00	\$724.52
98	OCOR005 <small>Subsoil conditions</small>	\$4,437.31				\$0.00	0%	\$4,437.31	\$0.00
99	OCOR006 <small>Foundation Undercuts</small>	\$18,636.75				\$0.00	0%	\$18,636.75	\$0.00
100	OCOR007	PENDING				\$0.00	#####	\$0.00	\$0.00
101	OCOR008 <small>Change Slide Gates to Swing Gates - FS1 & FS5</small>	\$9,693.48				\$0.00	0%	\$9,693.48	\$0.00
SUBTOTAL THIS SHEET		\$968,315.99	\$290,769.74	\$45,745.21	\$0.00	\$336,514.95	35%	\$631,801.04	\$33,651.49

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 12 PAGES

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

FROM: BRIVAR Construction Company
9325 Maltby Road
Brighton, MI 48116

PROJECT: Fire Station No. 1
Fire Station No. 5

APPLICATION NO: 007

PERIOD TO: 3/31/2024

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

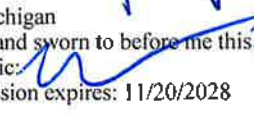
1. ORIGINAL CONTRACT SUM	\$	16,446,478.55
2. Net change by Change Orders	\$	128,409.06
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,574,887.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,475,404.08
5. RETAINAGE:		
a. % of Completed Work	\$	
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	245,245.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,230,158.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,566,331.10
8. CURRENT PAYMENT DUE	\$	663,827.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	14,344,728.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner: OCOR001	\$67,962.24	
Total approved this Month: CO004-006, 008-009	\$60,446.82	
TOTALS	\$128,409.06	\$0.00
NET CHANGES by Change Order	\$128,409.06	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 3/22/24

State of: Michigan County of: Livingston
Subscribed and sworn to before me this 22 day of March, 2024
Notary Public:  MARY BETH FUSON
My Commission expires: 11/20/2028 Notary Public, State of Michigan
County of Livingston

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007
 APPLICATION DATE: PERIOD TO: 3/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
78A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00			\$0.00	0%	\$43,810.00	\$0.00
78B	LOW VOLTAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	0%	\$14,250.00	\$0.00
79B	FLAGPOLES MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
81	STAKING	\$18,600.00	\$8,252.50			\$8,252.50	44%	\$10,347.50	\$825.25
82A	SIGNAGE LABOR	\$16,375.00	\$0.00			\$0.00	0%	\$16,375.00	\$0.00
82B	SIGNAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
83	WINDOW TREATMENTS	\$4,369.00	\$0.00			\$0.00	0%	\$4,369.00	\$0.00
84	OWNER ALLOWANCE	\$51,916.00	\$0.00			\$0.00	0%	\$51,916.00	\$0.00
85	ALLOWANCE #1	\$11,287.50	\$0.00			\$0.00	0%	\$11,287.50	\$0.00
86	ALLOWANCE #2	\$8,850.00	\$0.00			\$0.00	0%	\$8,850.00	\$0.00
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$0.00			\$0.00	0%	\$22,163.55	\$0.00
87B	CONCRETE RETAINING WALL MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
88	GENERAL CONDITIONS	\$38,175.00	\$14,000.00	\$2,800.00		\$16,800.00	44%	\$21,375.00	\$1,680.00
SUBTOTAL THIS SHEET		\$234,796.05	\$22,252.50	\$2,800.00	\$0.00	\$25,052.50	11%	\$209,743.55	\$2,505.25

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Continuation Sheet

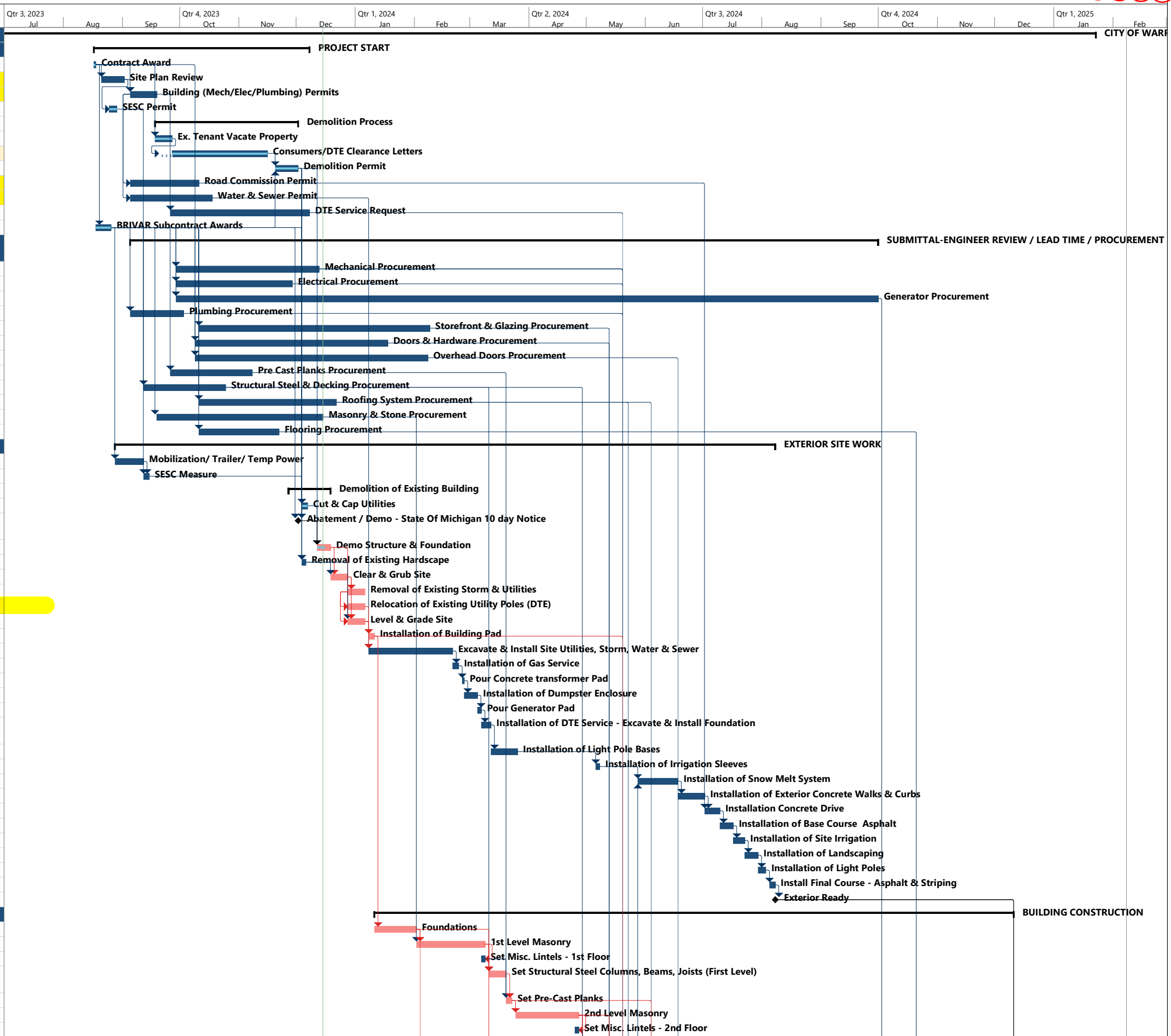
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

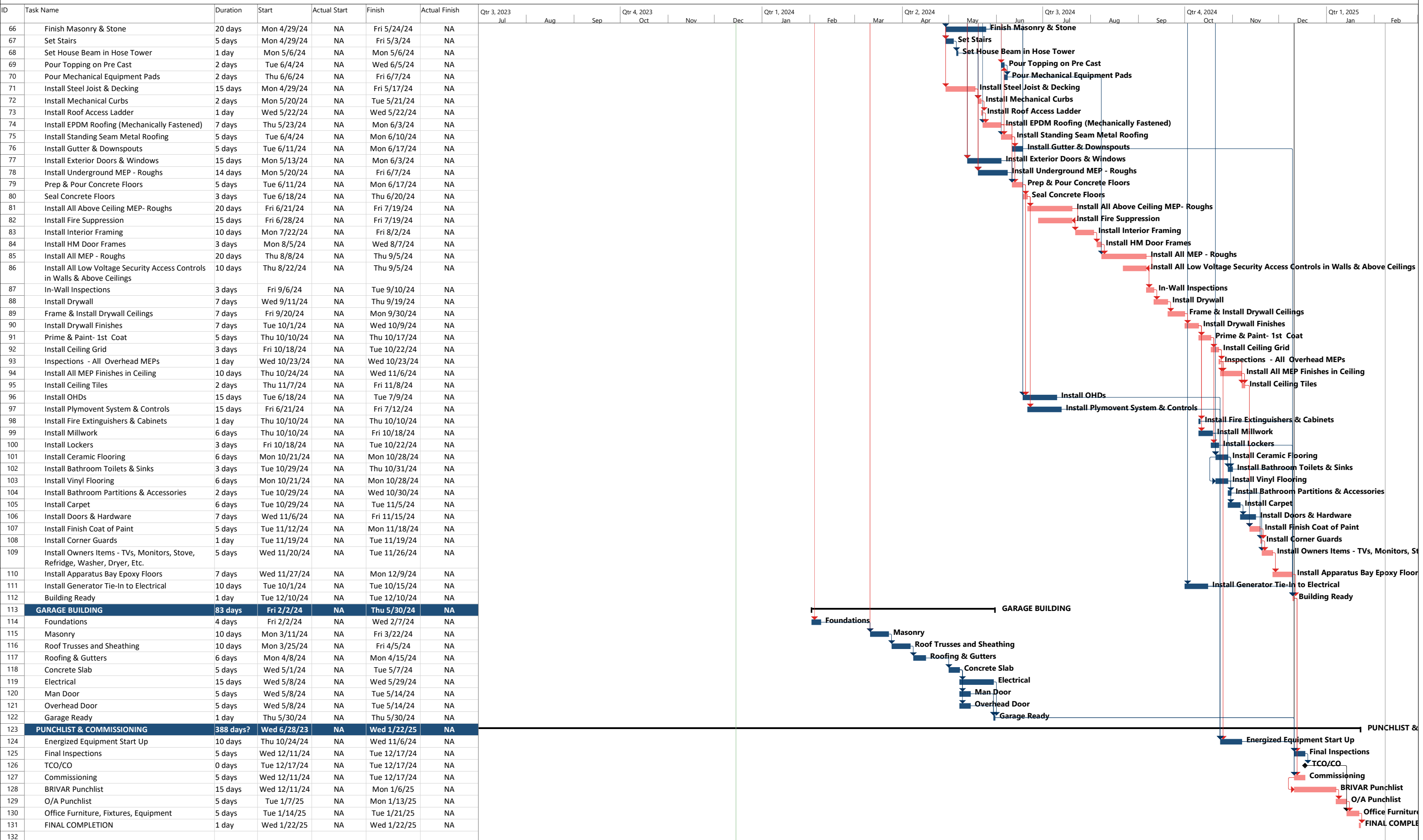
APPLICATION NO: 007
 APPLICATION DATE: PERIOD TO: 3/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
89	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$181,266.50	\$65,000.00	\$13,000.00		\$78,000.00	43%	\$103,266.50	\$7,800.00
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
92	WEATHER CONDITIONS <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00			\$0.00	0%	\$60,000.00	\$0.00
93	OVERHEAD	\$214,484.00	\$77,500.00	\$15,500.00		\$93,000.00	43%	\$121,484.00	\$9,300.00
94	FEE	\$332,283.00	\$46,500.00	\$17,000.00		\$63,500.00	19%	\$268,783.00	\$6,350.00
95	OCOR001 <small>Subsoil conditions</small>	\$67,962.24	\$67,962.24			\$67,962.24	100%	\$0.00	\$6,796.22
96	OCOR002	PENDING	\$0.00			\$0.00	#####	\$0.00	\$0.00
97	OCOR004 <small>Foundation Winter Conditions</small>	\$7,245.21	\$7,245.21			\$7,245.21	100%	\$0.00	\$724.52
98	OCOR005 <small>Subsoil conditions</small>	\$4,437.31		\$4,437.31		\$4,437.31	100%	\$0.00	\$443.73
99	OCOR006 <small>Foundation Undercuts</small>	\$18,636.75		\$18,636.75		\$18,636.75	100%	\$0.00	\$1,863.68
100	OCOR007	PENDING				\$0.00	#####	\$0.00	\$0.00
101	OCOR008 <small>Change Slide Gates to Swing Gates - FS1 & FS5</small>	\$9,693.48				\$0.00	0%	\$9,693.48	\$0.00
SUBTOTAL THIS SHEET		\$968,315.99	\$336,514.95	\$68,574.06	\$0.00	\$405,089.01	42%	\$563,226.98	\$40,508.90

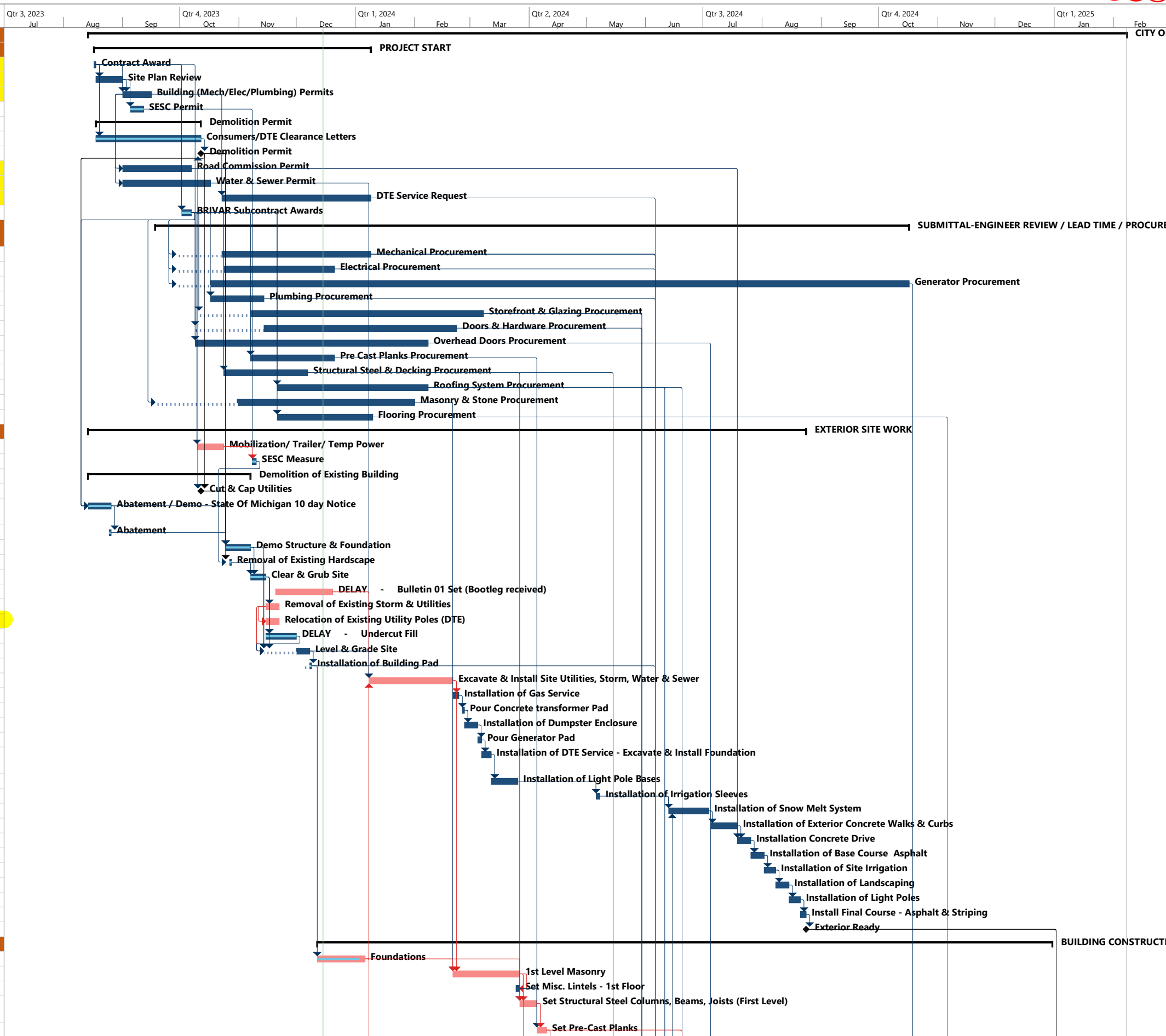
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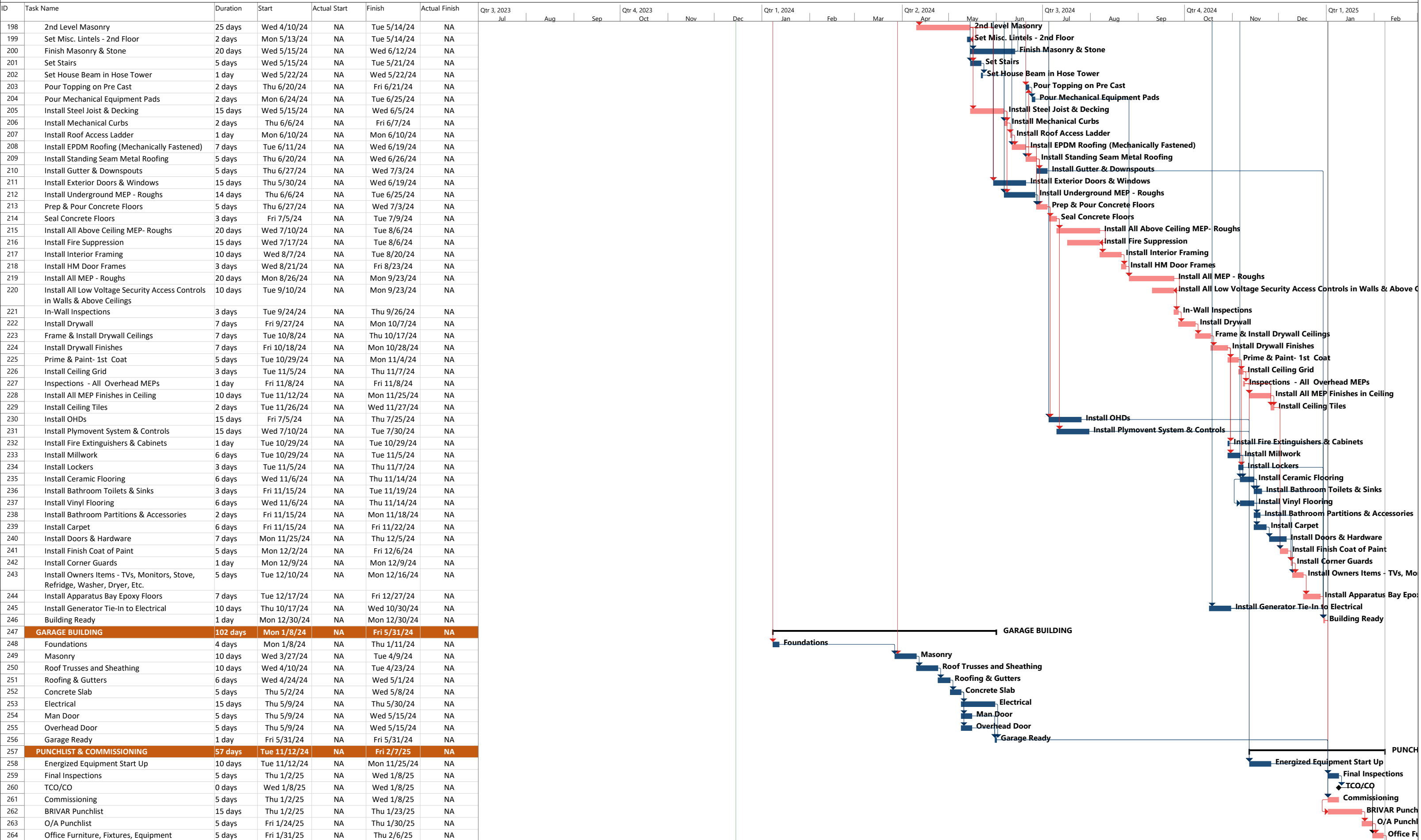
ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish
1	CITY OF WARREN FIRE STATIONS #1 PROJECT	388 days?	Wed 6/28/23	Wed 6/28/23	Wed 1/22/25	NA
2	PROJECT START	77 days	Thu 8/17/23	Thu 8/17/23	Thu 12/7/23	NA
3	Contract Award	1 day	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23
4	Site Plan Review	10 days	Mon 8/21/23	Mon 8/21/23	Fri 9/1/23	NA
5	Building (Mech/Elec/Plumbing) Permits	10 days	Tue 9/5/23	NA	Mon 9/18/23	NA
6	SESC Permit	2 days	Fri 8/25/23	Fri 8/25/23	Mon 8/28/23	Mon 8/28/23
7	Demolition Process	52 days	Mon 9/18/23	Mon 9/18/23	Fri 12/1/23	Fri 12/1/23
8	Ex. Tenant Vacate Property	7 days	Mon 9/18/23	Mon 9/18/23	Tue 9/26/23	Tue 9/26/23
9	Consumers/DTE Clearance Letters	35 days	Wed 9/20/23	Wed 9/20/23	Wed 11/15/23	Wed 11/15/23
10	Demolition Permit	8 days	Mon 11/20/23	Mon 11/20/23	Fri 12/1/23	Fri 12/1/23
11	Road Commission Permit	25 days	Tue 9/5/23	NA	Tue 10/10/23	NA
12	Water & Sewer Permit	30 days	Tue 9/5/23	NA	Tue 10/17/23	NA
13	DTE Service Request	50 days	Tue 9/26/23	Tue 9/26/23	Thu 12/7/23	NA
14	BRIVAR Subcontract Awards	6 days	Fri 8/18/23	Fri 8/18/23	Fri 8/25/23	Fri 8/25/23
15	SUBMITTAL-ENGINEER REVIEW / LEAD TIME / PROCUREMENT	268 days	Tue 9/5/23	Tue 9/5/23	Mon 9/30/24	NA
16	Mechanical Procurement	10 wks	Fri 9/29/23	Fri 9/29/23	Tue 12/12/23	NA
17	Electrical Procurement	40 days	Fri 9/29/23	Fri 9/29/23	Tue 11/28/23	NA
18	Generator Procurement	50 wks	Fri 9/29/23	Fri 9/29/23	Mon 9/30/24	NA
19	Plumbing Procurement	20 days	Tue 9/5/23	NA	Mon 10/2/23	NA
20	Storefront & Glazing Procurement	16 wks	Wed 10/11/23	Wed 10/11/23	Thu 2/8/24	NA
21	Doors & Hardware Procurement	13 wks	Mon 10/9/23	Mon 10/9/23	Wed 1/17/24	NA
22	Overhead Doors Procurement	16 wks	Mon 10/9/23	Mon 10/9/23	Wed 2/7/24	NA
23	Pre Cast Planks Procurement	30 days	Tue 9/26/23	NA	Tue 11/7/23	NA
24	Structural Steel & Decking Procurement	30 days	Tue 9/12/23	NA	Tue 10/24/23	NA
25	Roofing System Procurement	50 days	Wed 10/11/23	NA	Thu 12/21/23	NA
26	Masonry & Stone Procurement	12 wks	Mon 9/18/23	Mon 9/18/23	Thu 12/14/23	NA
27	Flooring Procurement	6 wks	Wed 10/11/23	NA	Tue 11/21/23	NA
28	EXTERIOR SITE WORK	236 days	Mon 8/28/23	Mon 8/28/23	Wed 8/7/24	NA
29	Mobilization/ Trailer/ Temp Power	10 days	Mon 8/28/23	NA	Mon 9/11/23	NA
30	SESC Measure	3 days	Tue 9/12/23	NA	Thu 9/14/23	NA
31	Demolition of Existing Building	16 days	Mon 11/27/23	Mon 11/27/23	Mon 12/18/23	NA
32	Cut & Cap Utilities	3 days	Mon 12/4/23	Mon 12/4/23	Wed 12/6/23	Wed 12/6/23
33	Abatement / Demo - State Of Michigan 10 day Notice	0 days	Mon 11/27/23	Mon 11/27/23	Fri 12/1/23	Fri 12/1/23
34	Demo Structure & Foundation	5 days	Tue 12/12/23	Tue 12/12/23	Mon 12/18/23	NA
35	Removal of Existing Hardscape	2 days	Mon 12/4/23	NA	Tue 12/5/23	NA
36	Clear & Grub Site	5 days	Tue 12/19/23	NA	Wed 12/27/23	NA
37	Removal of Existing Storm & Utilities	5 days	Thu 12/28/23	NA	Fri 1/5/24	NA
38	Relocation of Existing Utility Poles (DTE)	5 days	Thu 12/28/23	NA	Fri 1/5/24	NA
39	Level & Grade Site	5 days	Thu 12/28/23	NA	Fri 1/5/24	NA
40	Installation of Building Pad	3 days	Mon 1/8/24	NA	Wed 1/10/24	NA
41	Excavate & Install Site Utilities, Storm, Water & Sewer	30 days	Mon 1/8/24	NA	Tue 2/20/24	NA
42	Installation of Gas Service	3 days	Wed 2/21/24	NA	Fri 2/23/24	NA
43	Pour Concrete transformer Pad	1 day	Mon 2/26/24	NA	Mon 2/26/24	NA
44	Installation of Dumpster Enclosure	5 days	Tue 2/27/24	NA	Mon 3/4/24	NA
45	Pour Generator Pad	2 days	Tue 3/5/24	NA	Wed 3/6/24	NA
46	Installation of DTE Service - Excavate & Install Foundation	3 days	Thu 3/7/24	NA	Mon 3/11/24	NA
47	Installation of Light Pole Bases	10 days	Tue 3/12/24	NA	Mon 3/25/24	NA
48	Installation of Irrigation Sleeves	2 days	Mon 5/6/24	NA	Tue 5/7/24	NA
49	Installation of Snow Melt System	15 days	Tue 5/28/24	NA	Mon 6/17/24	NA
50	Installation of Exterior Concrete Walks & Curbs	10 days	Tue 6/18/24	NA	Mon 7/1/24	NA
51	Installation Concrete Drive	5 days	Tue 7/2/24	NA	Tue 7/9/24	NA
52	Installation of Base Course Asphalt	5 days	Wed 7/10/24	NA	Tue 7/16/24	NA
53	Installation of Site Irrigation	4 days	Wed 7/17/24	NA	Mon 7/22/24	NA
54	Installation of Landscaping	5 days	Tue 7/23/24	NA	Mon 7/29/24	NA
55	Installation of Light Poles	4 days	Tue 7/30/24	NA	Fri 8/2/24	NA
56	Install Final Course - Asphalt & Striping	3 days	Mon 8/5/24	NA	Wed 8/7/24	NA
57	Exterior Ready	0 days	Wed 8/7/24	NA	Wed 8/7/24	NA
58	BUILDING CONSTRUCTION	230 days	Thu 1/11/24	NA	Tue 12/10/24	NA
59	Foundations	15 days	Thu 1/11/24	NA	Thu 2/1/24	NA
60	1st Level Masonry	25 days	Fri 2/2/24	NA	Fri 3/8/24	NA
61	Set Misc. Lintels - 1st Floor	2 days	Thu 3/7/24	NA	Fri 3/8/24	NA
62	Set Structural Steel Columns, Beams, Joists (First Level)	7 days	Mon 3/11/24	NA	Tue 3/19/24	NA
63	Set Pre-Cast Planks	3 days	Wed 3/20/24	NA	Fri 3/22/24	NA
64	2nd Level Masonry	25 days	Mon 3/25/24	NA	Fri 4/26/24	NA
65	Set Misc. Lintels - 2nd Floor	2 days	Thu 4/25/24	NA	Fri 4/26/24	NA





ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish
133	CITY OF WARREN FIRE STATIONS #5 PROJECT	368 days	Mon 8/14/23	Mon 8/14/23	Fri 2/7/25	NA
134	PROJECT START	95 days	Thu 8/17/23	Thu 8/17/23	Mon 1/8/24	NA
135	Contract Award	1 day	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	NA
136	Site Plan Review	10 days	Fri 8/18/23	NA	Thu 8/31/23	NA
137	Building (Mech/Elec/Plumbing) Permits	10 days	Fri 9/1/23	NA	Fri 9/15/23	NA
138	SESC Permit	5 days	Tue 9/5/23	Tue 9/5/23	Mon 9/11/23	Mon 9/11/23
139	Demolition Permit	37 days	Fri 8/18/23	Fri 8/18/23	Wed 10/11/23	Wed 10/11/23
140	Consumers/DTE Clearance Letters	37 days	Fri 8/18/23	Fri 8/18/23	Wed 10/11/23	Wed 10/11/23
141	Demolition Permit	0 days	Wed 10/11/23	Wed 10/11/23	Wed 10/11/23	Wed 10/11/23
142	Road Commission Permit	25 days	Fri 9/1/23	NA	Fri 10/6/23	NA
143	Water & Sewer Permit	30 days	Fri 9/1/23	NA	Mon 10/16/23	NA
144	DTE Service Request	50 days	Mon 10/23/23	Mon 10/23/23	Mon 1/8/24	NA
145	BRIVAR Subcontract Awards	5 days	Mon 10/2/23	Mon 10/2/23	Fri 10/6/23	Fri 10/6/23
146	SUBMITTAL-ENGINEER REVIEW / LEAD TIME / PROCUREMENT	270 days	Mon 9/18/23	Mon 9/18/23	Wed 10/16/24	NA
147	Mechanical Procurement	10 wks	Fri 9/29/23	Fri 9/29/23	Mon 1/8/24	NA
148	Electrical Procurement	40 days	Fri 9/29/23	Fri 9/29/23	Wed 12/20/23	NA
149	Generator Procurement	50 wks	Fri 9/29/23	Fri 9/29/23	Mon 10/16/24	NA
150	Plumbing Procurement	20 days	Tue 10/17/23	NA	Mon 11/13/23	NA
151	Storefront & Glazing Procurement	16 wks	Wed 10/11/23	Wed 10/11/23	Thu 3/7/24	NA
152	Doors & Hardware Procurement	13 wks	Mon 10/9/23	Mon 10/9/23	Thu 2/22/24	NA
153	Overhead Doors Procurement	16 wks	Mon 10/9/23	Mon 10/9/23	Wed 2/7/24	NA
154	Pre Cast Planks Procurement	30 days	Tue 11/7/23	NA	Wed 12/20/23	NA
155	Structural Steel & Decking Procurement	30 days	Tue 10/24/23	NA	Wed 12/6/23	NA
156	Roofing System Procurement	50 days	Tue 11/21/23	NA	Wed 2/7/24	NA
157	Masonry & Stone Procurement	12 wks	Mon 9/18/23	Mon 9/18/23	Wed 3/31/24	NA
158	Flooring Procurement	6 wks	Tue 11/21/23	NA	Tue 1/9/24	NA
159	EXTERIOR SITE WORK	258 days	Mon 8/14/23	Mon 8/14/23	Fri 8/23/24	NA
160	Mobilization/ Trailer/ Temp Power	10 days	Tue 10/10/23	NA	Mon 10/23/23	NA
161	SESC Measure	2 days	Wed 11/8/23	Wed 11/8/23	Thu 11/9/23	Thu 11/9/23
162	Demolition of Existing Building	59 days	Mon 8/14/23	Mon 8/14/23	Mon 11/6/23	Mon 11/6/23
163	Cut & Cap Utilities	0 days	Mon 10/9/23	Mon 10/9/23	Wed 10/11/23	Wed 10/11/23
164	Abatement / Demo - State Of Michigan 10 day Notice	10 days	Mon 8/14/23	Mon 8/14/23	Fri 8/25/23	Fri 8/25/23
165	Abatement	1 day	Fri 8/25/23	Fri 8/25/23	Fri 8/25/23	Fri 8/25/23
166	Demo Structure & Foundation	9 days	Wed 10/25/23	Wed 10/25/23	Mon 11/6/23	Mon 11/6/23
167	Removal of Existing Hardscape	1 day	Wed 10/25/23	Wed 10/25/23	Fri 10/27/23	Fri 10/27/23
168	Clear & Grub Site	6 days	Tue 11/7/23	Tue 11/7/23	Tue 11/14/23	Tue 11/14/23
169	DELAY - Bulletin 01 Set (Bootleg received)	20 days	Mon 11/20/23	NA	Tue 12/19/23	NA
170	Removal of Existing Storm & Utilities	5 days	Wed 11/15/23	NA	Tue 11/21/23	NA
171	Relocation of Existing Utility Poles (DTE)	5 days	Wed 11/15/23	NA	Tue 11/21/23	NA
172	DELAY - Undercut Fill	10 days	Wed 11/15/23	Wed 11/15/23	Thu 11/30/23	Thu 11/30/23
173	Level & Grade Site	5 days	Tue 11/14/23	Tue 11/14/23	Thu 12/7/23	NA
174	Installation of Building Pad	1 day	Tue 12/5/23	Tue 12/5/23	Fri 12/8/23	Fri 12/8/23
175	Excavate & Install Site Utilities, Storm, Water & Sewer	30 days	Mon 1/8/24	NA	Tue 2/20/24	NA
176	Installation of Gas Service	3 days	Wed 2/21/24	NA	Fri 2/23/24	NA
177	Pour Concrete transformer Pad	1 day	Mon 2/26/24	NA	Mon 2/26/24	NA
178	Installation of Dumpster Enclosure	5 days	Tue 2/27/24	NA	Mon 3/4/24	NA
179	Pour Generator Pad	2 days	Tue 3/5/24	NA	Wed 3/6/24	NA
180	Installation of DTE Service - Excavate & Install Foundation	3 days	Thu 3/7/24	NA	Mon 3/11/24	NA
181	Installation of Light Pole Bases	10 days	Tue 3/12/24	NA	Mon 3/25/24	NA
182	Installation of Irrigation Sleeves	2 days	Mon 5/6/24	NA	Tue 5/7/24	NA
183	Installation of Snow Melt System	15 days	Thu 6/13/24	NA	Wed 7/3/24	NA
184	Installation of Exterior Concrete Walks & Curbs	10 days	Fri 7/5/24	NA	Thu 7/18/24	NA
185	Installation Concrete Drive	5 days	Fri 7/19/24	NA	Thu 7/25/24	NA
186	Installation of Base Course Asphalt	5 days	Fri 7/26/24	NA	Thu 8/1/24	NA
187	Installation of Site Irrigation	4 days	Fri 8/2/24	NA	Wed 8/7/24	NA
188	Installation of Landscaping	5 days	Thu 8/8/24	NA	Wed 8/14/24	NA
189	Installation of Light Poles	4 days	Thu 8/15/24	NA	Tue 8/20/24	NA
190	Install Final Course - Asphalt & Striping	3 days	Wed 8/21/24	NA	Fri 8/23/24	NA
191	Exterior Ready	0 days	Fri 8/23/24	NA	Fri 8/23/24	NA
192	BUILDING CONSTRUCTION	260 days	Tue 12/12/23	Tue 12/12/23	Mon 12/30/24	NA
193	Foundations	15 days	Tue 12/12/23	Tue 12/12/23	Fri 1/5/24	NA
194	1st Level Masonry	25 days	Wed 2/21/24	NA	Tue 3/26/24	NA
195	Set Misc. Lintels - 1st Floor	2 days	Mon 3/25/24	NA	Tue 3/26/24	NA
196	Set Structural Steel Columns, Beams, Joists (First Level)	7 days	Wed 3/27/24	NA	Thu 4/4/24	NA
197	Set Pre-Cast Planks	3 days	Fri 4/5/24	NA	Tue 4/9/24	NA

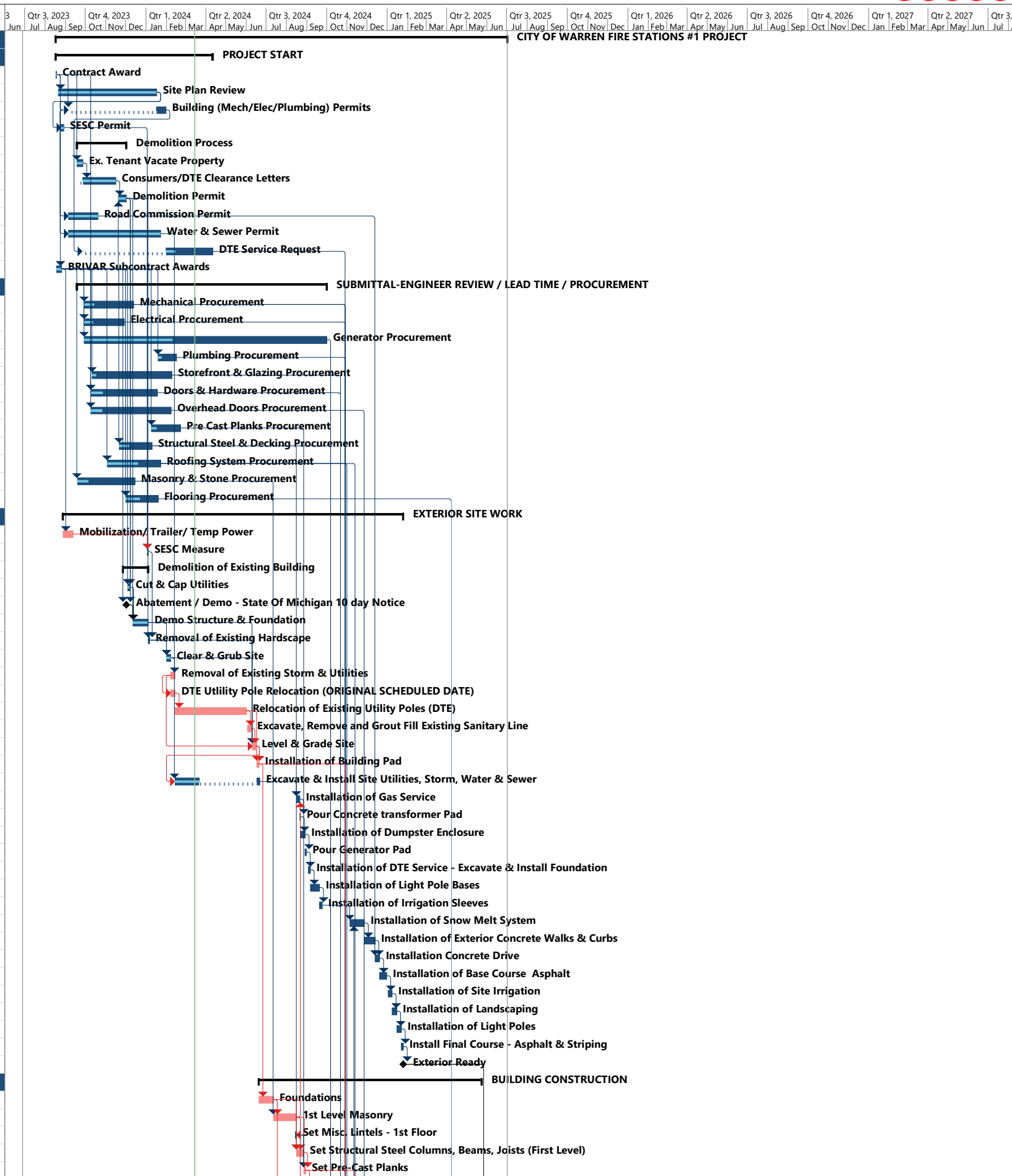




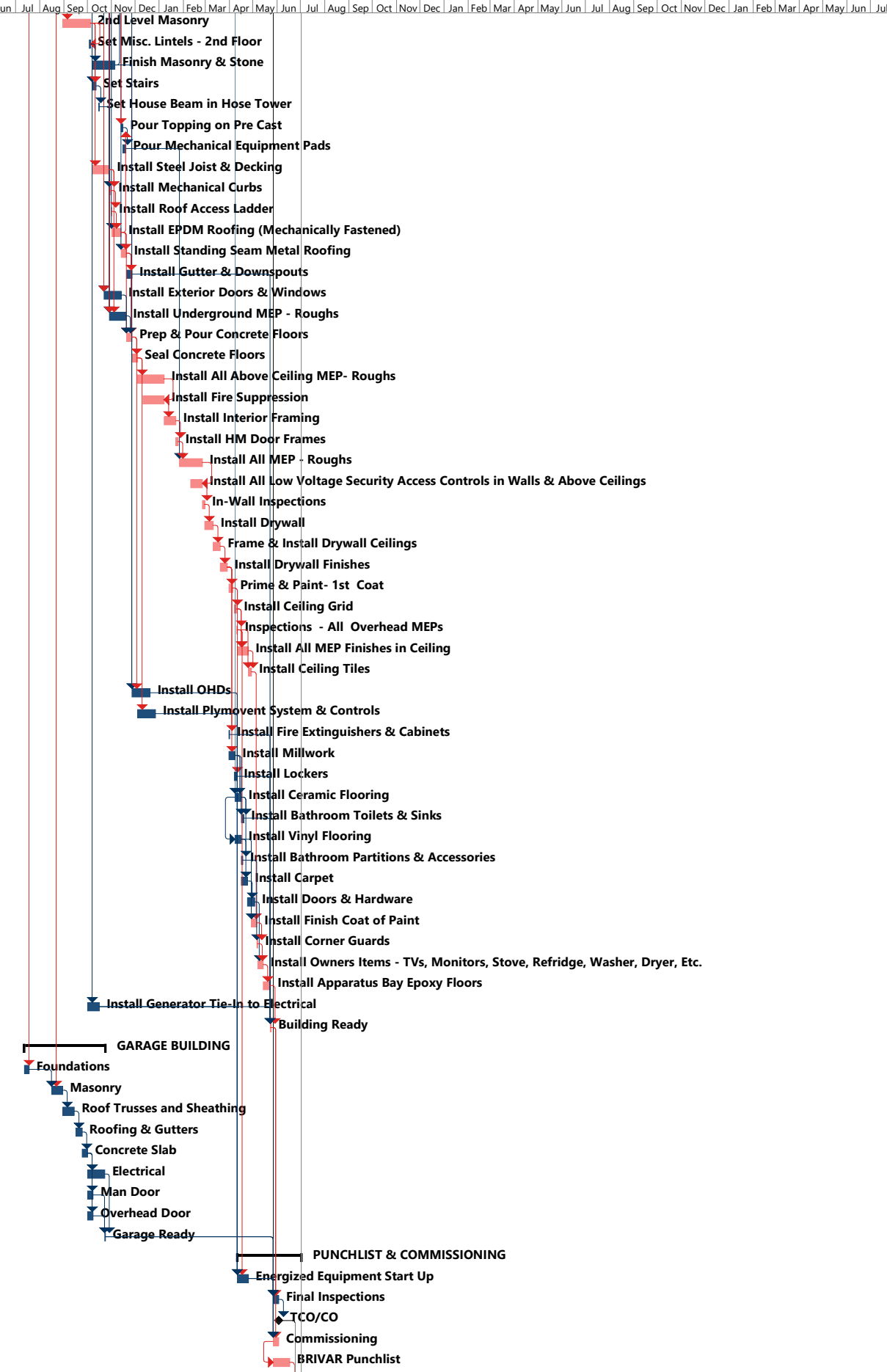
ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025	
							Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
265	FINAL COMPLETION	1 day	Fri 2/7/25	NA	Fri 2/7/25	NA																				

FINAL C

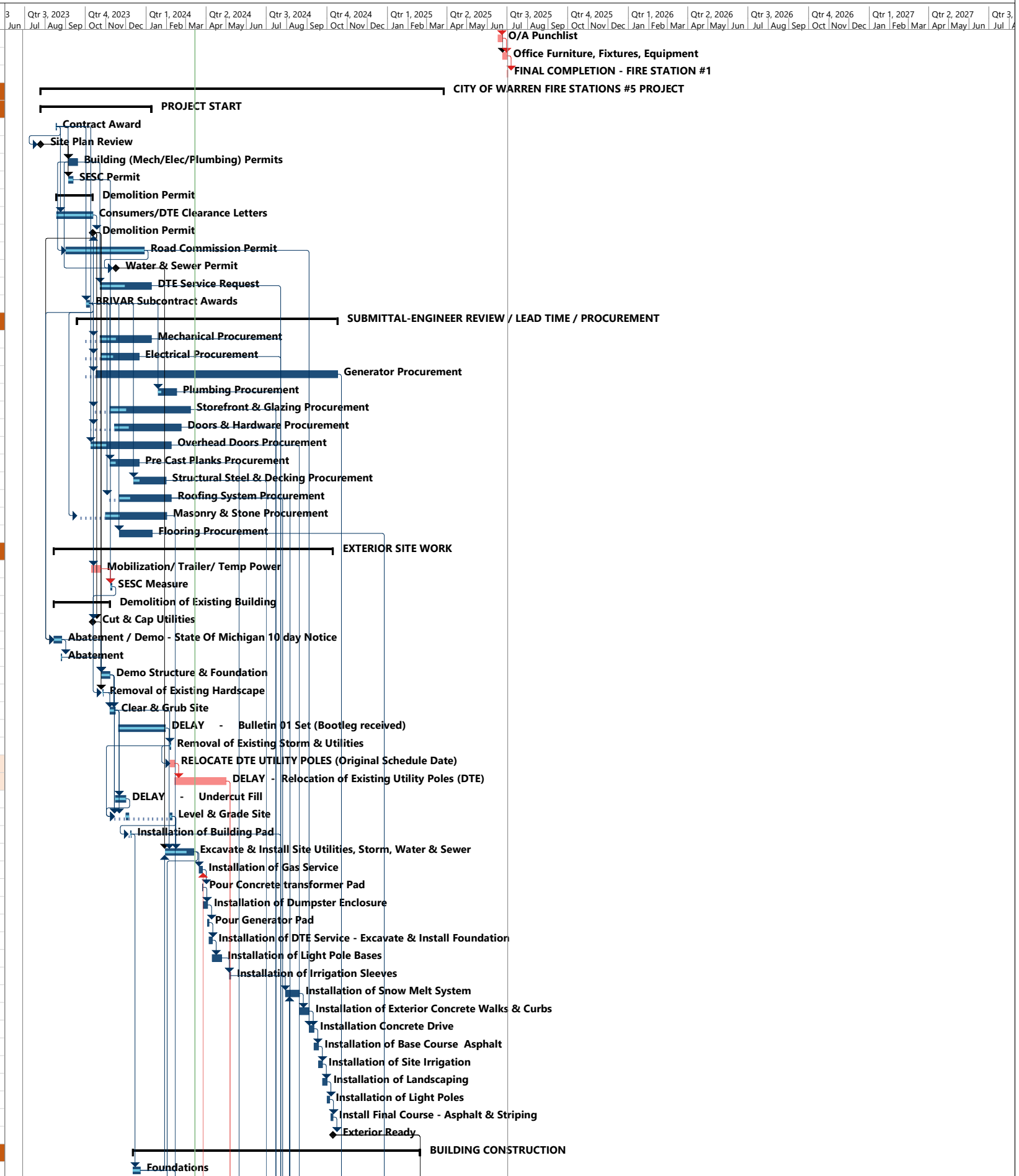
ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	Predecessors
1	CITY OF WARREN FIRE STATIONS #1 PROJECT	465 days	Thu 8/17/23	Thu 8/17/23	Tue 7/1/25	NA	
2	PROJECT START	160 days	Thu 8/17/23	Thu 8/17/23	Wed 4/10/24	NA	
3	Contract Award	1 day	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	
4	Site Plan Review	98 days	Mon 8/21/23	Mon 8/21/23	Tue 1/16/24	Tue 1/16/24	3
5	Building (Mech/Elec/Plumbing) Permits	10 days	Tue 9/5/23	Tue 9/5/23	Tue 1/30/24	NA	3,4
6	SESC Permit	2 days	Fri 8/25/23	Fri 8/25/23	Mon 8/28/23	Mon 8/28/23	4FS-6 days
7	Demolition Process	52 days	Mon 9/18/23	Mon 9/18/23	Fri 12/1/23	Fri 12/1/23	
8	Ex. Tenant Vacate Property	7 days	Mon 9/18/23	Mon 9/18/23	Tue 9/26/23	Tue 9/26/23	3
9	Consumers/DTE Clearance Letters	35 days	Wed 9/20/23	Wed 9/20/23	Wed 11/15/23	Wed 11/15/23	8
10	Demolition Permit	8 days	Mon 11/20/23	Mon 11/20/23	Fri 12/1/23	Fri 12/1/23	14,9
11	Road Commission Permit	32 days	Tue 9/5/23	Tue 9/5/23	Thu 10/19/23	Thu 10/19/23	5SS
12	Water & Sewer Permit	92 days	Tue 9/5/23	Tue 9/5/23	Mon 1/22/24	Mon 1/22/24	5SS
13	DTE Service Request	50 days	Tue 9/26/23	Tue 9/26/23	Wed 4/10/24	NA	5
14	BRIVAR Subcontract Awards	6 days	Fri 8/18/23	Fri 8/18/23	Fri 8/25/23	Fri 8/25/23	3
15	SUBMITTAL-ENGINEER REVIEW / LEAD TIME / PROCUREMENT	259 days	Mon 9/18/23	Mon 9/18/23	Mon 9/30/24	NA	
16	Mechanical Procurement	10 wks	Fri 9/29/23	Fri 9/29/23	Tue 12/12/23	NA	14FS+9 days
17	Electrical Procurement	40 days	Fri 9/29/23	Fri 9/29/23	Tue 11/28/23	NA	14FS+10 days
18	Generator Procurement	50 wks	Fri 9/29/23	Fri 9/29/23	Mon 9/30/24	NA	14FS+5 days
19	Plumbing Procurement	20 days	Fri 1/19/24	Fri 1/19/24	Thu 2/15/24	NA	14FS+50 days
20	Storefront & Glazing Procurement	16 wks	Wed 10/11/23	Wed 10/11/23	Thu 2/8/24	NA	14FS+20 days
21	Doors & Hardware Procurement	13 wks	Mon 10/9/23	Mon 10/9/23	Wed 1/17/24	NA	14FS+25 days
22	Overhead Doors Procurement	16 wks	Mon 10/9/23	Mon 10/9/23	Wed 2/7/24	NA	3FS+10 days
23	Pre Cast Planks Procurement	30 days	Tue 1/9/24	Tue 1/9/24	Wed 2/21/24	NA	14FS+20 days
24	Structural Steel & Decking Procurement	30 days	Tue 11/21/23	Tue 11/21/23	Tue 1/9/24	NA	14FS+10 days
25	Roofing System Procurement	50 days	Fri 11/3/23	Fri 11/3/23	Mon 1/22/24	NA	14FS+30 days
26	Masonry & Stone Procurement	12 wks	Mon 9/18/23	Mon 9/18/23	Thu 12/14/23	NA	14FS+15 days
27	Flooring Procurement	6 wks	Fri 12/1/23	Fri 12/1/23	Thu 1/18/24	NA	14FS+30 days
28	EXTERIOR SITE WORK	348 days	Mon 8/28/23	Mon 8/28/23	Fri 1/24/25	NA	
29	Mobilization/ Trailer/ Temp Power	10 days	Mon 8/28/23	NA	Mon 9/11/23	NA	14
30	SESC Measure	1 day	Wed 1/3/24	Wed 1/3/24	Wed 1/3/24	Wed 1/3/24	6,29
31	Demolition of Existing Building	24 days	Mon 11/27/23	Mon 11/27/23	Wed 1/3/24	Wed 1/3/24	
32	Cut & Cap Utilities	3 days	Mon 12/4/23	Mon 12/4/23	Wed 12/6/23	Wed 12/6/23	10,14
33	Abatement / Demo - State Of Michigan 10 day Notice	0 days	Mon 11/27/23	Mon 11/27/23	Fri 12/1/23	Fri 12/1/23	10,14
34	Demo Structure & Foundation	13 days	Tue 12/12/23	Tue 12/12/23	Wed 1/3/24	Wed 1/3/24	10,33,32
35	Removal of Existing Hardscape	2 days	Thu 1/4/24	NA	Fri 1/5/24	NA	10,30
36	Clear & Grub Site	4 days	Thu 2/1/24	Thu 2/1/24	Tue 2/6/24	Tue 2/6/24	34,35
37	Removal of Existing Storm & Utilities	5 days	Wed 2/7/24	NA	Tue 2/13/24	NA	36
38	DTE Utility Pole Relocation (ORIGINAL SCHEDULED DATE)	5 days	Wed 2/7/24	NA	Tue 2/13/24	NA	37SS
39	Relocation of Existing Utility Poles (DTE)	76 days	Wed 2/14/24	NA	Fri 5/31/24	NA	38
40	Excavate, Remove and Grout Fill Existing Sanitary Line	5 days	Mon 6/3/24	NA	Fri 6/7/24	NA	39
41	Level & Grade Site	5 days	Mon 6/10/24	NA	Fri 6/14/24	NA	36,34,35,37SS,40
42	Installation of Building Pad	3 days	Mon 6/17/24	NA	Wed 6/19/24	NA	41,39
43	Excavate & Install Site Utilities, Storm, Water & Sewer	30 days	Tue 2/13/24	Tue 2/13/24	Fri 6/21/24	NA	41,12
44	Installation of Gas Service	3 days	Fri 8/16/24	NA	Tue 8/20/24	NA	43,62
45	Pour Concrete transformer Pad	1 day	Wed 8/21/24	NA	Wed 8/21/24	NA	44
46	Installation of Dumpster Enclosure	5 days	Thu 8/22/24	NA	Wed 8/28/24	NA	45
47	Pour Generator Pad	2 days	Thu 8/29/24	NA	Fri 8/30/24	NA	46
48	Installation of DTE Service - Excavate & Install Foundation	3 days	Tue 9/3/24	NA	Thu 9/5/24	NA	47
49	Installation of Light Pole Bases	10 days	Fri 9/6/24	NA	Thu 9/19/24	NA	48
50	Installation of Irrigation Sleeves	2 days	Fri 9/20/24	NA	Mon 9/23/24	NA	49
51	Installation of Snow Melt System	15 days	Tue 11/5/24	NA	Tue 11/26/24	NA	50,68
52	Installation of Exterior Concrete Walks & Curbs	10 days	Wed 11/27/24	NA	Thu 12/12/24	NA	51
53	Installation Concrete Drive	5 days	Fri 12/13/24	NA	Thu 12/19/24	NA	52,11
54	Installation of Base Course Asphalt	5 days	Fri 12/20/24	NA	Mon 12/30/24	NA	53
55	Installation of Site Irrigation	4 days	Thu 1/2/25	NA	Tue 1/7/25	NA	54
56	Installation of Landscaping	5 days	Wed 1/8/25	NA	Tue 1/14/25	NA	55
57	Installation of Light Poles	4 days	Wed 1/15/25	NA	Tue 1/21/25	NA	56
58	Install Final Course - Asphalt & Striping	3 days	Wed 1/22/25	NA	Fri 1/24/25	NA	57
59	Exterior Ready	0 days	Fri 1/24/25	NA	Fri 1/24/25	NA	58
60	BUILDING CONSTRUCTION	230 days	Thu 6/20/24	NA	Fri 5/23/25	NA	
61	Foundations	15 days	Thu 6/20/24	NA	Thu 7/11/24	NA	42
62	1st Level Masonry	25 days	Fri 7/12/24	NA	Thu 8/15/24	NA	26FS-15 days,61
63	Set Misc. Lintels - 1st Floor	2 days	Wed 8/14/24	NA	Thu 8/15/24	NA	62FF
64	Set Structural Steel Columns, Beams, Joists (First Level)	7 days	Fri 8/16/24	NA	Mon 8/26/24	NA	61,24,62
65	Set Pre-Cast Planks	3 days	Tue 8/27/24	NA	Thu 8/29/24	NA	63,23,64



ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	Predecessors	3 Jun	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026	Qtr 4, 2026	Qtr 1, 2027	Qtr 2, 2027	Qtr 3, 2027		
66	2nd Level Masonry	25 days	Fri 8/30/24	NA	Fri 10/4/24	NA	65																				
67	Set Misc. Lintels - 2nd Floor	2 days	Thu 10/3/24	NA	Fri 10/4/24	NA	66FF																				
68	Finish Masonry & Stone	20 days	Mon 10/7/24	NA	Mon 11/4/24	NA	67																				
69	Set Stairs	5 days	Mon 10/7/24	NA	Fri 10/11/24	NA	66,24																				
70	Set House Beam in Hose Tower	1 day	Tue 10/15/24	NA	Tue 10/15/24	NA	69																				
71	Pour Topping on Pre Cast	2 days	Wed 11/13/24	NA	Thu 11/14/24	NA	76,65																				
72	Pour Mechanical Equipment Pads	2 days	Fri 11/15/24	NA	Mon 11/18/24	NA	71																				
73	Install Steel Joist & Decking	15 days	Mon 10/7/24	NA	Mon 10/28/24	NA	66																				
74	Install Mechanical Curbs	2 days	Tue 10/29/24	NA	Wed 10/30/24	NA	73,16,70																				
75	Install Roof Access Ladder	1 day	Thu 10/31/24	NA	Thu 10/31/24	NA	74																				
76	Install EPDM Roofing (Mechanically Fastened)	7 days	Fri 11/1/24	NA	Tue 11/12/24	NA	75,25																				
77	Install Standing Seam Metal Roofing	5 days	Wed 11/13/24	NA	Tue 11/19/24	NA	76,25																				
78	Install Gutter & Downspouts	5 days	Wed 11/20/24	NA	Tue 11/26/24	NA	77																				
79	Install Exterior Doors & Windows	15 days	Tue 10/22/24	NA	Tue 11/12/24	NA	66FS+10 days,20,21																				
80	Install Underground MEP - Roughs	14 days	Tue 10/29/24	NA	Mon 11/18/24	NA	73,16,17,19,13,42																				
81	Prep & Pour Concrete Floors	5 days	Wed 11/20/24	NA	Tue 11/26/24	NA	80,76,77,79																				
82	Seal Concrete Floors	3 days	Wed 11/27/24	NA	Tue 12/3/24	NA	81																				
83	Install All Above Ceiling MEP- Roughs	20 days	Wed 12/4/24	NA	Mon 1/6/25	NA	82																				
84	Install Fire Suppression	15 days	Wed 12/11/24	NA	Mon 1/6/25	NA	83FF																				
85	Install Interior Framing	10 days	Tue 1/7/25	NA	Tue 1/21/25	NA	84																				
86	Install HM Door Frames	3 days	Wed 1/22/25	NA	Fri 1/24/25	NA	85																				
87	Install All MEP - Roughs	20 days	Mon 1/27/25	NA	Mon 2/24/25	NA	86,72																				
88	Install All Low Voltage Security Access Controls in Walls & Above Ceilings	10 days	Mon 2/10/25	NA	Mon 2/24/25	NA	87FF																				
89	In-Wall Inspections	3 days	Tue 2/25/25	NA	Thu 2/27/25	NA	88																				
90	Install Drywall	7 days	Fri 2/28/25	NA	Mon 3/10/25	NA	89																				
91	Frame & Install Drywall Ceilings	7 days	Tue 3/11/25	NA	Wed 3/19/25	NA	90																				
92	Install Drywall Finishes	7 days	Thu 3/20/25	NA	Fri 3/28/25	NA	91																				
93	Prime & Paint- 1st Coat	5 days	Mon 3/31/25	NA	Fri 4/4/25	NA	92																				
94	Install Ceiling Grid	3 days	Mon 4/7/25	NA	Wed 4/9/25	NA	93																				
95	Inspections - All Overhead MEPs	1 day	Thu 4/10/25	NA	Thu 4/10/25	NA	94																				
96	Install All MEP Finishes in Ceiling	10 days	Fri 4/11/25	NA	Thu 4/24/25	NA	94,95																				
97	Install Ceiling Tiles	2 days	Fri 4/25/25	NA	Mon 4/28/25	NA	95,96																				
98	Install OHDs	15 days	Wed 11/27/24	NA	Thu 12/19/24	NA	22,68,81																				
99	Install Plymovent System & Controls	15 days	Wed 12/4/24	NA	Thu 12/26/24	NA	82																				
100	Install Fire Extinguishers & Cabinets	1 day	Mon 3/31/25	NA	Mon 3/31/25	NA	92																				
101	Install Millwork	6 days	Mon 3/31/25	NA	Mon 4/7/25	NA	92																				
102	Install Lockers	3 days	Mon 4/7/25	NA	Wed 4/9/25	NA	93																				
103	Install Ceramic Flooring	6 days	Tue 4/8/25	NA	Tue 4/15/25	NA	101,27																				
104	Install Bathroom Toilets & Sinks	3 days	Wed 4/16/25	NA	Fri 4/18/25	NA	101,103																				
105	Install Vinyl Flooring	6 days	Tue 4/8/25	NA	Tue 4/15/25	NA	103SS																				
106	Install Bathroom Partitions & Accessories	2 days	Wed 4/16/25	NA	Thu 4/17/25	NA	103																				
107	Install Carpet	6 days	Wed 4/16/25	NA	Wed 4/23/25	NA	105																				
108	Install Doors & Hardware	7 days	Thu 4/24/25	NA	Fri 5/2/25	NA	107																				
109	Install Finish Coat of Paint	5 days	Tue 4/29/25	NA	Mon 5/5/25	NA	97,105																				
110	Install Corner Guards	1 day	Tue 5/6/25	NA	Tue 5/6/25	NA	109,106																				
111	Install Owners Items - TVs, Monitors, Stove, Refridge, Washer, Dryer, Etc.	5 days	Wed 5/7/25	NA	Tue 5/13/25	NA	110,108																				
112	Install Apparatus Bay Epoxy Floors	7 days	Wed 5/14/25	NA	Thu 5/22/25	NA	111																				
113	Install Generator Tie-In to Electrical	10 days	Tue 10/1/24	NA	Tue 10/15/24	NA	18																				
114	Building Ready	1 day	Fri 5/23/25	NA	Fri 5/23/25	NA	112,113,78,104,102,100																				
115	GARAGE BUILDING	72 days	Fri 7/12/24	NA	Wed 10/23/24	NA																					
116	Foundations	4 days	Fri 7/12/24	NA	Wed 7/17/24	NA	61																				
117	Masonry	10 days	Fri 8/16/24	NA	Thu 8/29/24	NA	116,62																				
118	Roof Trusses and Sheathing	10 days	Fri 8/30/24	NA	Fri 9/13/24	NA	117																				
119	Roofing & Gutters	6 days	Mon 9/16/24	NA	Mon 9/23/24	NA	118																				
120	Concrete Slab	5 days	Tue 9/24/24	NA	Mon 9/30/24	NA	119																				
121	Electrical	15 days	Tue 10/1/24	NA	Tue 10/22/24	NA	120																				
122	Man Door	5 days	Tue 10/1/24	NA	Mon 10/7/24	NA	120																				
123	Overhead Door	5 days	Tue 10/1/24	NA	Mon 10/7/24	NA	120																				
124	Garage Ready	1 day	Wed 10/23/24	NA	Wed 10/23/24	NA	123,121,122																				
125	PUNCHLIST & COMMISSIONING	57 days	Fri 4/11/25	NA	Tue 7/1/25	NA																					
126	Energized Equipment Start Up	10 days	Fri 4/11/25	NA	Thu 4/24/25	NA	95,98,99,113																				
127	Final Inspections	5 days	Tue 5/27/25	NA	Mon 6/2/25	NA	126,114,124,59																				
128	TCO/CO	0 days	Mon 6/2/25	NA	Mon 6/2/25	NA	127																				
129	Commissioning	5 days	Tue 5/27/25	NA	Mon 6/2/25	NA	126,124,59,114																				
130	BRIVAR Punchlist	15 days	Tue 5/27/25	NA	Mon 6/16/25	NA	129SS																				



ID	Task Name	Duration	Start	Actual Start	Finish	Actual Finish	Predecessors
131	O/A Punchlist	5 days	Tue 6/17/25	NA	Mon 6/23/25	NA	130
132	Office Furniture, Fixtures, Equipment	5 days	Tue 6/24/25	NA	Mon 6/30/25	NA	128,131
133	FINAL COMPLETION - FIRE STATION #1	1 day	Tue 7/1/25	NA	Tue 7/1/25	NA	132
134	CITY OF WARREN FIRE STATIONS #5 PROJECT	414 days	Mon 7/24/23	Mon 7/24/23	Wed 3/26/25	NA	
135	PROJECT START	112 days	Mon 7/24/23	Mon 7/24/23	Mon 1/8/24	NA	
136	Contract Award	1 day	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	Thu 8/17/23	
137	Site Plan Review	0 days	Mon 7/24/23	Mon 7/24/23	Mon 7/24/23	Mon 7/24/23	136
138	Building (Mech/Elec/Plumbing) Permits	10 days	Tue 9/5/23	Tue 9/5/23	Mon 9/18/23	NA	136,137
139	SESC Permit	5 days	Tue 9/5/23	Tue 9/5/23	Mon 9/11/23	Mon 9/11/23	137
140	Demolition Permit	37 days	Fri 8/18/23	Fri 8/18/23	Wed 10/11/23	Wed 10/11/23	
141	Consumers/DTE Clearance Letters	37 days	Fri 8/18/23	Fri 8/18/23	Wed 10/11/23	Wed 10/11/23	136
142	Demolition Permit	0 days	Wed 10/11/23	Wed 10/11/23	Wed 10/11/23	Wed 10/11/23	146,141
143	Road Commission Permit	79 days	Fri 9/1/23	Fri 9/1/23	Thu 12/28/23	Thu 12/28/23	138SS
144	Water & Sewer Permit	0 days	Fri 9/1/23	Fri 9/1/23	Wed 11/15/23	Wed 11/15/23	138SS,143
145	DTE Service Request	50 days	Mon 10/23/23	Mon 10/23/23	Mon 1/8/24	NA	138
146	BRIVAR Subcontract Awards	5 days	Mon 10/2/23	Mon 10/2/23	Fri 10/6/23	Fri 10/6/23	136
147	SUBMITTAL-ENGINEER REVIEW / LEAD TIME / PROCUREMENT	270 days	Mon 9/18/23	Mon 9/18/23	Wed 10/16/24	NA	
148	Mechanical Procurement	10 wks	Fri 9/29/23	Fri 9/29/23	Mon 1/8/24	NA	146FS+9 days
149	Electrical Procurement	40 days	Fri 9/29/23	Fri 9/29/23	Wed 12/20/23	NA	146FS+10 days
150	Generator Procurement	50 wks	Fri 9/29/23	Fri 9/29/23	Wed 10/16/24	NA	146FS+5 days
151	Plumbing Procurement	20 days	Fri 1/19/24	Fri 1/19/24	Thu 2/15/24	NA	146FS+5 days
152	Storefront & Glazing Procurement	16 wks	Wed 10/11/23	Wed 10/11/23	Thu 3/7/24	NA	146FS+20 days
153	Doors & Hardware Procurement	13 wks	Mon 10/9/23	Mon 10/9/23	Thu 2/22/24	NA	146FS+25 days
154	Overhead Doors Procurement	16 wks	Mon 10/9/23	Mon 10/9/23	Wed 2/7/24	NA	136FS+10 days
155	Pre Cast Planks Procurement	30 days	Tue 11/7/23	Tue 11/7/23	Wed 12/20/23	NA	146FS+20 days
156	Structural Steel & Decking Procurement	30 days	Wed 12/13/23	Wed 12/13/23	Tue 1/30/24	NA	146FS+10 days
157	Roofing System Procurement	50 days	Fri 11/3/23	Fri 11/3/23	Wed 2/7/24	NA	146FS+30 days
158	Masonry & Stone Procurement	12 wks	Mon 9/18/23	Mon 9/18/23	Wed 1/31/24	NA	146FS+15 days
159	Flooring Procurement	6 wks	Tue 11/21/23	NA	Tue 1/9/24	NA	146FS+30 days
160	EXTERIOR SITE WORK	290 days	Mon 8/14/23	Mon 8/14/23	Wed 10/9/24	NA	
161	Mobilization/ Trailer/ Temp Power	10 days	Tue 10/10/23	NA	Mon 10/23/23	NA	146
162	SESC Measure	2 days	Wed 11/8/23	Wed 11/8/23	Thu 11/9/23	Thu 11/9/23	139,161
163	Demolition of Existing Building	59 days	Mon 8/14/23	Mon 8/14/23	Mon 11/6/23	Mon 11/6/23	
164	Cut & Cap Utilities	0 days	Mon 10/9/23	Mon 10/9/23	Wed 10/11/23	Wed 10/11/23	142,146
165	Abatement / Demo - State Of Michigan 10 day Notice	10 days	Mon 8/14/23	Mon 8/14/23	Fri 8/25/23	Fri 8/25/23	142,146
166	Abatement	1 day	Fri 8/25/23	Fri 8/25/23	Fri 8/25/23	Fri 8/25/23	165
167	Demo Structure & Foundation	9 days	Wed 10/25/23	Wed 10/25/23	Mon 11/6/23	Mon 11/6/23	142,164,165,166
168	Removal of Existing Hardscape	1 day	Wed 10/25/23	Wed 10/25/23	Fri 10/27/23	Fri 10/27/23	142,162
169	Clear & Grub Site	6 days	Tue 11/7/23	Tue 11/7/23	Tue 11/14/23	Tue 11/14/23	168,167
170	DELAY - Bulletin 01 Set (Bootleg received)	44 days	Mon 11/20/23	Mon 11/20/23	Mon 1/29/24	Mon 1/29/24	
171	Removal of Existing Storm & Utilities	1 day	Tue 2/6/24	Tue 2/6/24	Tue 2/6/24	Tue 2/6/24	169
172	RELOCATE DTE UTILITY POLES (Original Schedule Date)	5 days	Tue 2/6/24	NA	Mon 2/12/24	NA	171SS
173	DELAY - Relocation of Existing Utility Poles (DTE)	55 days	Tue 2/13/24	NA	Tue 4/30/24	NA	172
174	DELAY - Undercut Fill	10 days	Wed 11/15/23	Wed 11/15/23	Thu 11/30/23	Thu 11/30/23	169
175	Level & Grade Site	5.5 days	Tue 11/14/23	Tue 11/14/23	Thu 2/8/24	Thu 2/8/24	167,168,169,171SS,174
176	Installation of Building Pad	1 day	Tue 12/5/23	Tue 12/5/23	Fri 12/8/23	Fri 12/8/23	175
177	Excavate & Install Site Utilities, Storm, Water & Sewer	30 days	Mon 1/29/24	Mon 1/29/24	Tue 3/12/24	NA	144,175,195,170
178	Installation of Gas Service	3 days	Thu 3/21/24	NA	Mon 3/25/24	NA	177,196
179	Pour Concrete transformer Pad	1 day	Tue 3/26/24	NA	Tue 3/26/24	NA	178
180	Installation of Dumpster Enclosure	5 days	Wed 3/27/24	NA	Tue 4/2/24	NA	179
181	Pour Generator Pad	2 days	Wed 4/3/24	NA	Thu 4/4/24	NA	180
182	Installation of DTE Service - Excavate & Install Foundation	3 days	Fri 4/5/24	NA	Tue 4/9/24	NA	181
183	Installation of Light Pole Bases	10 days	Wed 4/10/24	NA	Tue 4/23/24	NA	182
184	Installation of Irrigation Sleeves	2 days	Mon 5/6/24	NA	Tue 5/7/24	NA	183
185	Installation of Snow Melt System	15 days	Tue 7/30/24	NA	Mon 8/19/24	NA	184,204
186	Installation of Exterior Concrete Walks & Curbs	10 days	Tue 8/20/24	NA	Tue 9/3/24	NA	185
187	Installation Concrete Drive	5 days	Wed 9/4/24	NA	Tue 9/10/24	NA	143,186
188	Installation of Base Course Asphalt	5 days	Wed 9/11/24	NA	Tue 9/17/24	NA	187
189	Installation of Site Irrigation	4 days	Wed 9/18/24	NA	Mon 9/23/24	NA	188
190	Installation of Landscaping	5 days	Tue 9/24/24	NA	Mon 9/30/24	NA	189
191	Installation of Light Poles	4 days	Tue 10/1/24	NA	Fri 10/4/24	NA	190
192	Install Final Course - Asphalt & Striping	3 days	Mon 10/7/24	NA	Wed 10/9/24	NA	191
193	Exterior Ready	0 days	Wed 10/9/24	NA	Wed 10/9/24	NA	192
194	BUILDING CONSTRUCTION	292 days	Tue 12/12/23	Tue 12/12/23	Tue 2/18/25	NA	
195	Foundations	8 days	Tue 12/12/23	Tue 12/12/23	Fri 12/22/23	Fri 12/22/23	176





Original Agreement Dated:

PER MONTHLY BILLING RATE				
Name	Job Classification	Days	Daily Rate	TOTAL COSTS
BRIVAR	Complete	30	\$ 1,565.00	\$ 46,950
				\$ -
				\$ -
				\$ -
* The \$1,565.00 rate is based on BRIVAR monthly GCs billing.				
CONSTRUCTION TOTAL:				\$ 46,950

Name	Job Classification	Days	Hours	Hourly Rate	Total Staffing Costs
Anthony Goins	Project Manager	30	4	\$ 109.21	\$ 13,105
Chris Jack	Project Engineer	30	5	\$ 75.00	\$ 11,250
Bryan Rosbury	Site Superintendent	30	8	\$ 93.73	\$ 22,495
Seth Swihart	Site Superintendent	30	8	\$ 93.73	\$ -
Mary Beth Fuson	Controller	30	1	\$ 100.71	\$ 3,021
	Jobsite Office				\$ -
	Storage Trailer & Tool Shed				\$ -
	Office Furniture and Equipment				\$ -
	Copy machine and Printer	30		\$ 2.75	\$ 83
	Printing plans and specifications				\$ -
	Postage / UPS / FedEx				\$ -
	Project Photographs / Video / Webcam				\$ -
	Temporary Toilets (Office)	30		\$ 6.54	\$ 196
	Project Sign				\$ -
	Scaffolding				\$ -
	Temporary Fencing and Enclosures				\$ -
	Covered Walkways				\$ -
	Barricades				\$ -
	Temporary Stairs				\$ -
	Opening Protection				\$ -
	Safety Railing & Nets				\$ -
	Drinking Water / Cooler				\$ -
	Safety / First Aid Supplies				\$ -
	Fire Fighting Equipment				\$ -
	Security Guards / Watchman Service				\$ -
	Temporary Utilities				\$ -
	Telephone Installation & Charges				\$ -
	Electric Utility Charges				\$ -
	Electric Utility Monthly Charges				\$ -
	Water Service Utility Charges				\$ -
	Water Service Utility Usage	30			\$ 23
	Gas Utility Charges				\$ -
	Gas Utility Usage - Allowance				\$ -
	Temporary Heating & Cooling Equipment				\$ -
	Temporary Lighting				\$ -
	Periodic Job Site Clean-Up				\$ -
					\$ -
CONSTRUCTION TOTAL:					\$ 50,173



9325 Maltby Road
 Brighton, MI 48116
 PH: 248-446-8000
 www.brivar.com

Project: The City of Warren Change Order Request Number: OCOR022-ISSUED-20240424
 To: Dan Gwozdz / The City of Warren Controller From: Brivar – Anthony Goins
 Potential Change Order #: PCO046 Date: Wednesday, April 24, 2024
 Re: FS01-Engineered Filled Above Sanitary

Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: **Minimum impact estimated to be +/- 010 days**

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1 C1-01	Cost for Warren Fire Station - Building 01: Remove and replace fill material above the existing sanitary sanitary sewer per PIA Direction and Letter dated 4/18/24.	\$ -
2 Option 1.A	Flow-fill the existing sanitary pipe. Remove all fill material and backfill with Class II sand. A trench box may be used to allow testing engineers access to the bottom of the excavation. Assume a 1:1 slope. Identified Cost to Flow Fill Sanitary - Total Cost including Brivar OHP and Bond = \$126,262.29	\$ -
3 Option 1.B	Existing sanitary pipe may be removed in lieu of flow-fill where excavation occurs. Identified Cost to Remove Sanitary Line within building footprint (ZOI) Total Cost including Brivar OHP and Bond = \$131,646.79	\$ -
4 Option 2	Flow-fill the existing sanitary pipe. Remove all existing fill material. Backfill with flowable grout for ten (10) feet of excavation and provide Class II sand for the remainder of the backfill. Grout must extend laterally through the zone of influence of the footings. Assume a 1:1 slope (Zone of Influence) Total Cost including Brivar OHP and Bond = \$325,488.79	\$ -
<i>See additional detail for break out details from Site Contractor for each option identified as requested.</i>		
Subtotal:		\$ -

PREVIOUS CONTRACT TOTAL: \$16,446,478.55
 SUBCONTRACTOR'S TOTAL: \$0.00
 BRIVAR's OHP + BOND: \$0.00
OCOR TOTAL: \$0.00

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company	Accepted by: Dan Gwozdz-PIA	Accepted by: The City of Warren Controller
Signature:	Signature:	Signature:
Print:	Print:	Print:
Date:	Date:	Date:

April 18, 2024

RE: Warren Fire Station #1 – Existing Fill Removal

Mr. Anthony Goins
Project Manager
Brivar Construction
9325 Maltby Road
Brighton, MI 48116

Dear Mr. Goins:

In regards to the fill material located above the existing sanitary line discovered on the site of Warren Fire Station #1 located at 23211 Van Dyke Ave, Warren MI 48089 – Soils engineer Amy from G2 has determined two (2) possible acceptable courses of action which were validated with PIA's structural engineering consultant:

1. Flow-fill the existing sanitary pipe. Remove all fill material and backfill with Class II sand. A trench box may be used to allow testing engineers access to the bottom of the excavation. Assume a 1:1 slope.
 - o Existing sanitary pipe may be removed in lieu of flow-fill where excavation occurs.
2. Flow-fill the existing sanitary pipe. Remove all fill material. Backfill with flowable grout for ten (10) feet of excavation and provide Class II sand for the remainder of the backfill. Grout must extend laterally through the zone of influence of the footings. Assume a 1:1 slope.

Please review both options presented above and determine an estimated cost for each for review. I can be contacted at my office at (586) 469 3600 if you'd like to discuss further.

Thank you,

PARTNERS in Architecture, PLC



Dan Gwozdz, AIA
Project Manager

File Ref: 10-999

March 19, 2024

Dan Gwozdz
Partners in Architecture
65 Market St.
Mount Clemens, MI 48043

RE: Notice of Changed Condition Claim – Warren Fire Station (Fire Station #1)

Mr. Gwozdz,

Brivar received PIA's email on March 15, 2024, regarding the existing 24-inch Sanitary Utility. Brivar disagrees with the directive to remove the utility, including the soil above it. Brivar has received multiple directions on how to proceed with this utility all of which differ from the contract drawings.

The contract drawings Specifically Note to "Abandon 24in. Sanitary Utility". All other instances of existing utilities, concrete, asphalt, structures, trees, etc. are specifically noted as "Remove". Further there are multiple notes on the contracts drawings that indicate the 24in. Sanitary Utility pipe should be "Capped" or "Bulkheaded" which indicates it is to stay in place.

Brivar is willing to provide grout fill of the 24in. Sanitary Utility per conversations from March 11 through March 18th, 2024. Brivar is requesting a Change Order for the removal of the utility if it is required. Undercuts will be handled in conjunction with the unit pricing provided in the executed contract.

We would appreciate a timely response to this issue, so additional work can be planned as soon as the existing above ground utility delay can be remedied.

Respectfully,

Brivar Construction Company



Anthony Goins
Project Manager

CC: Michael Malone – PIA
Wilbert McAdams – City of Warren Fire Department
Kirk Rehn – City of Warren
Craig Stockard – BRIVAR
Mary Beth Fuson – BRIVAR
Bryan Rosbury - BRIVAR



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc. Date: April 23, 2025
 Address: 30850 Stephens Hwy. Reference: Existing Sanitary Fill - Fire Station 01 (Flow Fill Line)
 Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 0010+/-**

ADDITIONS/DELETIONS:

		Description		Subtotal
1		Complete Excavation of Unsuitable Soils above existing sanitary line. Excavate to to Top of Sanitary (16' Depth) and remove soils. Furnish and install Class II Sand Backfill per Recommendation Letter Provided. Excavated area to be performed at 1:1 Ratio as required to complete testing as required. Cost Identified to flow fill existing line per direction letter provided (credit).		\$ -
2	Dirt Out (\$9.50)	2300	TCY	\$ 21,850.00
3	Class II Sand (\$17.00)	3100	TONS	\$ 52,700.00
4	Equipment - Volvo L120 Loader (\$157.56)	14	Hours	\$ 2,205.84
5	Equipment - Hitachi 245/Hoepack (\$236.42)	28	Hours	\$ 6,619.76
6	Equipment - Volvo 480 (\$287.01)	28	Hours	\$ 8,036.28
7	Labor - Operator (\$99.69)	60	Hours	\$ 5,981.40
8	Labor - Laborer (\$66.35)	60	Hours	\$ 3,981.00
9	Labor - Foreman (\$106.24)	28	Hours	\$ 2,974.72
10	Furnish and install flowable fill for existing 24" sanitary line shown on plans to be abandoned in place (Fire Station #01). Includes flowable fill materials, stand pipes and all equipment and labor as required to complete this scope.			\$ 28,288.11
11	CREDIT - Flowable Fill of Existing Line			\$ (28,288.11)

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 104,349.00
FEE:	\$ 10,434.90
CHANGE ORDER REQUEST TOTAL:	\$ 114,783.90

PRESENTED BY: Zach Marlow - Site Development Inc.



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc. Date: April 23, 2025
 Address: 30850 Stephens Hwy. Reference: Existing Sanitary Fill - Fire Station 01 (Demo Line)
 Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 0010+/-**

ADDITIONS/DELETIONS:

		Description		Subtotal
1		Complete Excavation of Unsuitable Soils above existing sanitary line. Excavate to to Top of Sanitary (16' Depth) and remove soils. Furnish and install Class II Sand Backfill per Recommendation Letter Provided. Excavated area to be performed at 1:1 Ratio as required to complete testing as required. Cost Identified to REMOVE existing line per direction letter provided (credit)		\$ -
2		Dirt Out (\$9.50)	2500 TCY	\$ 23,750.00
3		Class II Sand (\$17.00)	3250 TONS	\$ 55,250.00
4		Equipment - Volvo L120 Loader (\$157.56)	14 Hours	\$ 2,205.84
5		Equipment - Hitachi 245/Hoepack (\$236.42)	28 Hours	\$ 6,619.76
6		Equipment - Volvo 480 (\$287.01)	28 Hours	\$ 8,036.28
7		Labor - Operator (\$99.69)	60 Hours	\$ 5,981.40
8		Labor - Laborer (\$66.35)	60 Hours	\$ 3,981.00
9		Labor - Foreman (\$106.24)	28 Hours	\$ 2,974.72
10		Cost to Demo existing 24" sanitary line shown on plans to be abandoned in place - within the building footprint Zone of Influence (Fire Station #01).		
11		Equipment - Volvo L120 Loader (\$157.56)	2 Hours	\$ 315.12
12		Equipment - Hitachi 245/Hoepack (\$236.42)	4 Hours	\$ 945.68
13		Equipment - Volvo 480 (\$287.01)	4 Hours	\$ 1,148.04
14		Labor - Operator (\$99.69)	4 Hours	\$ 398.76
15		Labor - Laborer (\$66.35)	4 Hours	\$ 265.40
16		Labor - Foreman (\$106.24)	4 Hours	\$ 424.96
		Mark Up (10%)		\$ 349.80
		CREDIT - Removal of Existing Sanitary Line		\$ (3,847.76)

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 108,799.00
FEE:	\$ 10,879.90
CHANGE ORDER REQUEST TOTAL:	\$ 119,678.90

PRESENTED BY: Zach Marlow - Site Development Inc.

SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc. Date: April 23, 2025
 Address: 30850 Stephens Hwy. Reference: Existing Sanitary Fill - Fire Station 01 (BackFill 10' w Flowable Fill)
 Madison Heights, MI 48071

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: **Minimum Impact TBD 0010+/-**

ADDITIONS/DELETIONS:

		Description		Subtotal
1	Complete Excavation of Unsuitable Soils above existing sanitary line. Excavate to to Top of Sanitary (16' Depth) and remove soils. Furnish and install Flowable Fill Grout for 10 Feet above pipe, back fill remainder to grade with Class II Sand Backfill per Recommendation Letter Provided. Excavated area to be performed at 1:1 Ratio as required to complete testing as required. Cost Identified to flow fill existing line per direction letter provided (credit).			\$ -
2	Dirt Out (\$9.50)	2300	TCY	\$ 21,850.00
3	Class II Sand (\$17.00)	1550	TONS	\$ 26,350.00
4	Backfill - 10Ft of Grout (\$191.00)	1000	CY	\$ 191,000.00
4	Equipment - Volvo L120 Loader (\$157.56)	14	Hours	\$ 2,205.84
5	Equipment - Hitachi 245/Hoepack (\$236.42)	28	Hours	\$ 6,619.76
6	Equipment - Volvo 480 (\$287.01)	28	Hours	\$ 8,036.28
7	Labor - Operator (\$99.69)	60	Hours	\$ 5,981.40
8	Labor - Laborer (\$66.35)	60	Hours	\$ 3,981.00
9	Labor - Foreman (\$106.24)	28	Hours	\$ 2,974.72
10	Furnish and install flowable fill for existing 24" sanitary line shown on plans to be abandoned in place (Fire Station #01). Per Includes flowable fill materials, stand pipes and all equipment and labor as required to complete this scope.			\$ 28,288.11
11	CREDIT - Flowable Fill of Existing Line			\$ (28,288.11)

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 268,999.00
FEE:	\$ 26,899.90
CHANGE ORDER REQUEST TOTAL:	\$ 295,898.90

PRESENTED BY: Zach Marlow - Site Development Inc.



Project: The City of Warren Change Order Request Number: OCOR023-ISSUED-20240501
 To: Dan Gwozdz / The City of Warren Controller From: Brivar – Anthony Goins
 Potential Change Order #: PCO048 Date: Wednesday, May 1, 2024
 Re: FS01-Permeable Pavers

Complete detail for each element of Work. Enter Worksheet Information below.

Schedule impact due to this change: **Minimum impact estimated to be 005+/-**

ADDITIONS/DELETIONS:

Sheet	Description	Subtotal
1 Landscaping	Station #01 Landscaping- Install grass paver system per Proposal 001 Drawings and details provided. See attached subcontractor breakdown for additional detail.	\$ 75,758.00
2 Site	Station #01 - Furnish Labor and Equipment as required to provide (1') cut as required to installed Grass Paver System. See attached subcontractor breakdown for additional detail.	\$ 5,766.33
3		
4		
5		
6		
7		
8		
9	<i>This change order encapsulates the Permeable Paver scope as originally identified in OCOR010 for</i>	
10	<i>Proposal 001 Changes. Cost has been removed from OCOR010 scope of work.</i>	
Subtotal:		\$ 81,524.33

PREVIOUS CONTRACT TOTAL: \$16,446,478.55

SUBCONTRACTOR'S TOTAL: \$81,524.33

BRIVAR's OHP + BOND: \$8,152.43

OCOR TOTAL: \$89,676.76

This Owner Change Order Request is a contract revision to the original Design Build (D/B) Agreement. All drawings, specifications, general conditions and terms of such original agreement apply to this Owner Change Order Request unless explicitly stated otherwise below.

Your signature below constitutes your APPROVAL and ACCEPTANCE of this OCOR. Upon execution return to Brivar Construction Company this will be included as part of the contract terms, conditions, and total value of said contract. One signed copy of this OWNER Change Order will be promptly returned. This OWNER Change Order will be invoiced with the next payment application as a new line item to the schedule of values.

Presented by: Brivar Construction Company	Accepted by: Dan Gwozdz-PIA	Accepted by: The City of Warren Controller
Signature:	Signature:	Signature:
Print:	Print:	Print:
Date:	Date:	Date:



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Salisbury Landscape Group
 Address: 6295 Joy Road
 Dexter, MI 48130
 Date: 2/20/2024 REVISED 4/02/24
 Reference: Proposal 001 Drawings - Paver Quote

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

	Description				Subtotal
1	Station #01 - Install grass paver system per Proposal 001 Drawings. Updated Pricing and Recommended Paver System Attached to this quote.				\$ -
2	Install 12" Limestone (21AA) Compacted Base	CY	232	\$36.00	\$ 8,352.00
3	Install NDS Tuff Track grass paver panels	2'x2'x1.5"	1590	\$24.50	\$ 38,955.00
4	Install 1.5" Growing Medium Soil	CY	30	\$45.00	\$ 1,350.00
5	Install Hydro-Seed Mix	SF	6360	\$0.35	\$ 2,226.00
6	Labor - Machine Operator	Hours	50	\$75.00	\$ 3,750.00
7	Labor - Laborer	Hours	200	\$70.00	\$ 14,000.00
8	Equipment - CAT 299 Track Steer	Day	5	\$450.00	\$ 2,250.00
9	Equipment - CAT 308 Mini-Excavator	Day	5	\$575.00	\$ 2,875.00
10	Trucking - F750 Dump Truck	Day	5	\$400.00	\$ 2,000.00

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 75,758.00
FEE:	
CHANGE ORDER REQUEST TOTAL:	\$ 75,758.00

PRESENTED BY:

John Hoops - Project Manager



SUBCONTRACTOR CHANGE ORDER PROPOSAL SHEET

Project: Warren Fire Station Project - WFS #1 & WFS #5
 Subcontractor: Site Development Inc
 Address: 30850 Stephenson Hwy
 Madison Heights, MI

Date: May 1, 2024
 Reference: Proposal 001 Drawings - FS01 Grass Paver Scope

Complete detail for each element of Work. Enter Worksheet Information below.

Subcontractor schedule impact due to this change: 005+/-

ADDITIONS/DELETIONS:

	Description	Subtotal
1	Station #01 - Provide 1' cut as required to facilitate turf paver installation. Cost seperated from Proposal #001 Scope as Requested.	\$ -
2	Dirt Out - 230 TCY (\$9.50)	\$ 2,185.00
3	Sand - 120 Tons	\$ -
4	34R Stone - 60 Tons	\$ -
5	Fabric (2Ea)	\$ -
6	Pipe and Structures (1Ea)	\$ -
7	Equipment - Volvo L120 Loader 4 Hrs (\$157.56)	\$ 630.24
8	Equipment - Hitachi 245/ HoePack 12 Hrs	\$ -
9	Equipment - Roller 16 Hrs	\$ -
10	Equipment - D4 - 8 Hours (\$120.65)	\$ 965.20
11	Labor - Operator (\$99.69) 12 Hours	\$ 1,196.28
12	Labor - Laborer (\$66.35) 4 Hours	\$ 265.40
13	Labor - Foreman (\$106.24) 16 Hours	\$ -
14	Labor - Pipelayer (\$99.69) 8 Hours	\$ -

This proposal constitutes a change proposal for no more work than what is specifically described within. No other work is included. All terms and conditions of the subcontract with BRIVAR for this project are inclusive of the change proposal.

CHANGE ORDER REQUEST SUBTOTAL:	\$ 5,242.12
FEE:	\$ 524.21
CHANGE ORDER REQUEST TOTAL:	\$ 5,766.33

PRESENTED BY: Zach Marlow - Site Development



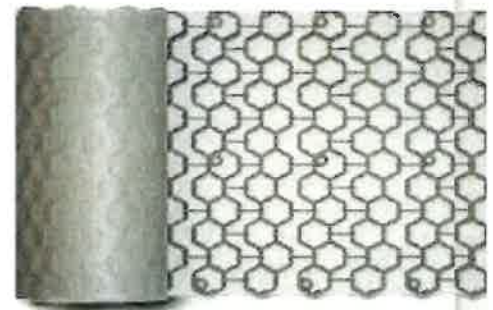
Tufftrack™
Grass Paver



EZ Roll™
Grass Paver



EZ Roll™
Gravel Paver

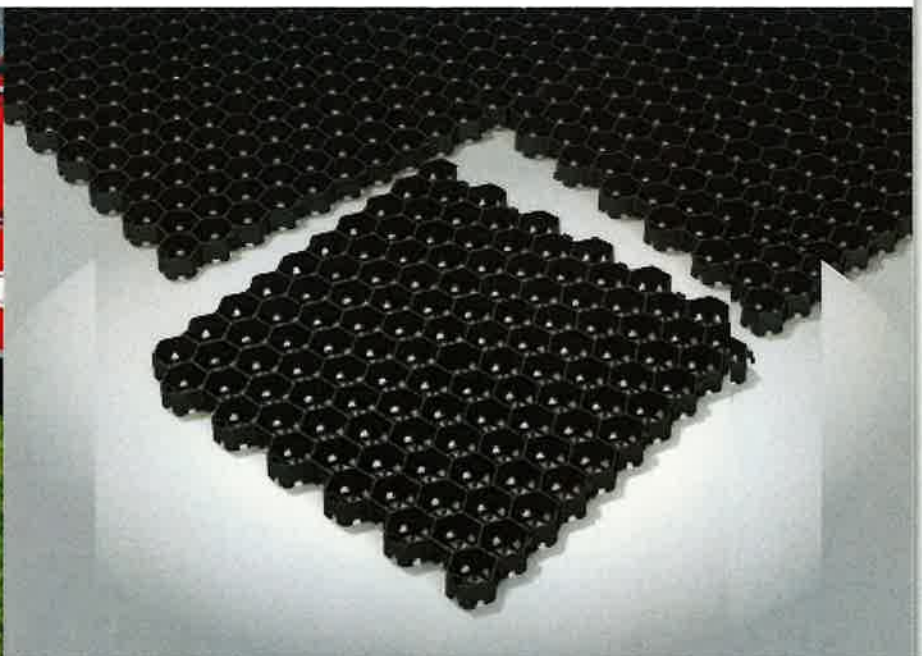


Tufftrack™ Grass Pavers

A turf reinforcement, load transferring paving system designed to be placed directly on a lightly compacted planting base which is installed over an engineer specified compacted road base.

It can also be used for light load applications without road base by simply compacting the planting base per engineer specification. This system is designed to transfer vehicle weight directly to the supportive base course and prevent soil compaction. The web of interconnected honeycomb cells provides resistance from vehicular load as well as lateral containment that prevents the soil compaction that would inhibit healthy root growth. This system also provides a porous condition that allows rapid absorption and movement of stormwater. Tufftrack Grass Pavers can be infilled with soil per specification. Tufftrack Pavers have a compressive strength of 86,563 lbs. in an empty condition; 400,000 lbs. when filled with native top soil. The Tufftrack Grass Paver system has been used and accepted across the country for a wide variety of projects including emergency vehicle access purposes.

Additional information, details, and specifications can be found at
<http://www.ndspro.com/permeable-pavers/grass-pavers/tufftrack-grass-pavers>
For further technical support or assistance, contact: techservice@ndspro.com

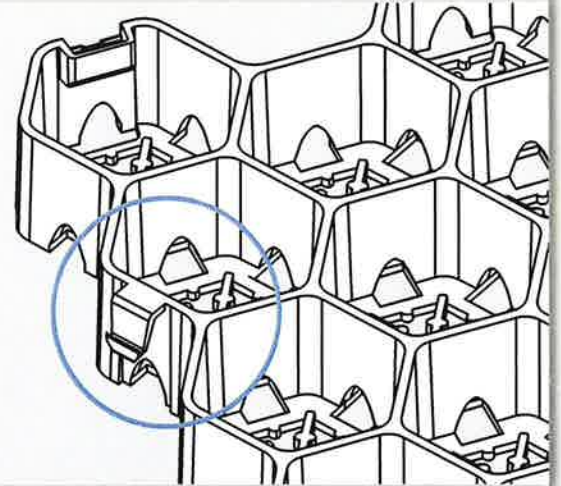


Design Theory

Tufftrack™ Grass Paver has unique Tongue and Groove clips that minimize the paver mat separation and make for quick installation

The Tufftrack™ Grass Paver's secure locking clips prevent paver displacement or mat failure that could result from traffic load movement or changing ground conditions

The Tufftrack™ system has a high compressive strength bare product, meaning that Tufftrack does not rely on the fill material for load carrying



Recommended Use

Light Loads:

- Golf Cart Paths
- Jogging Tracks
- Bike Paths
- ATV Paths
- Equestrian Parks
- Trail Reinforcements
- Runoff Areas

Medium Loads:

- Roadway Shoulders
- Residential Driveways
- Parking Lots
- Overflow Parking Area
- Truck & Cart Wash-Down Areas
- RV and Boat Access

Heavy Loads/Fire Lane:

- Fire Lanes
- Emergency Vehicle Access Roads
- Service Vehicle Utility Roads
- Truck Maintenance and Equipment Yards
- Construction Entrance Soil Stabilization

Caution: NDS Design Working design phase when the intended use is semi-trucks with trailers

Non-load Applications:

- Erosion Control on Slopes (staking recommended)
- Erosion Control in Swales (staking recommended)

Not Recommended for the Following:

- Traffic on slopes exceeding a 10% grade
- To support tread driven vehicles



The Tufftrack™ Grass Paver from NDS is the latest and most advanced product of its type on the market. NDS has used its years of experience in the landscaping industry to create a product with all of the most desirable features.

The Tufftrack Grass Paver has a combined series of 120 nested hexagonal cells per paver cell with 12 connecting clips. This unique combination provides superior stability and durability.

Product Specifications

Material. 100% recycled Polyolefin plastic (50% pre-consumer 50% post-consumer). Polyolefin is rugged, flexible and ideally suited for outside exposure and longevity. NDS uses UV inhibitors in the polymer structure to prevent breakdown in the strength of the paver.

Manufacturing. Manufactured in the USA, Lindsay, CA.

Recyclability. 100% recyclable.
Please recycle whenever possible.

Paver Size. Each 24" x 24" x 1½" panel contains 120, 2½" nested hexagonal cells. Each cell has 6 arched cutouts at its base.

Weight Per Unit. 4.0 pounds per 24" x 24" section.

Paver Details. The top surface of the hexagonal cell walls is smooth and devoid of notches or grooves.

Assembly Mechanism. Each Paver section includes 10 sturdy Tongue and Groove locks per panel, which provide secure connection between panels.

Chemical Resistance. Tufftrack™ Pavers have superior chemical resistance and are totally inert.

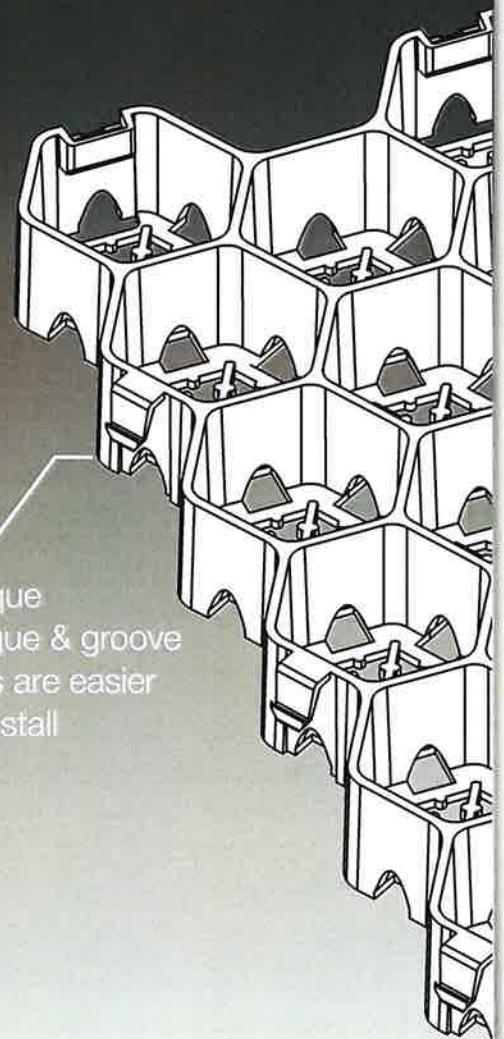
Compressive Strength (Empty Pavers): 86,563 lbs.

Compressive Strength (Native Soil filled Pavers): 400,000 lbs.

Unique Product Features. Tufftrack™ Pavers have features found in no other grass paver product in the industry. Tufftrack features a unique domed opening at the base of each hexagonal cell wall. This promotes a greater flow of water, oxygen and nutrients. Additionally, the slot opening allows root penetration to the soil below the paver and allows roots to grow between cells, promoting healthier grass in areas where drainage is critical. Tufftrack increases water runoff capabilities. The Tongue and Groove latching system is another unique feature which provides exceptional stability, longevity, and ease of assembly.

Empty cells have compressive strength of 86,563 lbs.

Unique tongue & groove clips are easier to install



Dare to Compare

Tufftrack™ Grass Pavers are **25% STRONGER** than the competition

Compare the strength of NDS Permeable Pavers to the competition below.

Panel Pavers	Max Load Unfilled (lbs.)	Area (sq. in.)	Max Load (PSI)
NDS Tufftrack™ TT24	86,563	144	601
TrueGrid Pro Plus™	64,361	144	447
TrueGrid Eco™	53,797	144	374
Presto GEOPAVE®	35,682	144	248
Presto GEOBLOCK® 5150	35,220	144	245
AirPave Grass Paver	23,910	144	166

NDS Max load filled cells: 400,000 lbs. (soil)

Pro Plus™ and Eco™ are trademarks of TrueGrid® Pavers. Presto GEOBLOCK® and GEOPAVE® are registered trademarks of Reynolds Presto Products, Inc.

Case Studies – Tufftrack™ Grass Pavers

Union High School Tulsa, OK

Emergency vehicle lane

When the Tulsa Independent School District prepared to open a new school, the design team needed to incorporate emergency vehicle access roads leading up to the building and athletic facilities. The Tufftrack® Grass Paver was selected for its high compressive strength of 81,744 psf and the flexibility either to sod or seed the area immediately following the 8,000 square foot installation.

Hilton Garden Inn Elk Grove, CA

Emergency access lane

An emergency access lane needed to be added along the side of the property, but due to the large width of the lane and proximity to the hotel, the owners wanted a solution that would be aesthetically pleasing as well as functional. Tufftrack® Grass Pavers were selected and installed. Twelve years later the site was revisited and inspected. The Tufftrack® base is virtually indistinguishable from the rest of the landscape. The result was, and still is, a highly functional fire lane that can be enjoyed by their guests when not in use.

Installation As Easy As 1-2-3



1

Lay it out

Lay panels out in square or offset pattern over prepared base to cover entire area



2

Clip it together

Tongue-and-groove latching system connects easily without special tools to create an integral paver mat



3

Add soil infill

Fill the cells with soil and top with sod or seed



For details & installation instructions visit ndspro.com/specifications



AIA[®]

Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Warren New Fire Station #1 and #5 PIA
#21-146A/B

CONTRACT INFORMATION:
Contract For: General Construction

Architect's Project Number: 21-146
Proposal Request Number: 001

Proposal Request Date: January 15, 2024

OWNER: *(name and address)*
City of Warren
One City Square, 4th Floor
Warren, MI 48093-5289

ARCHITECT: *(name and address)*
PARTNERS in Architecture, PLC
65 Market Street
Mount Clemens, MI 48043

CONTRACTOR: *(name and address)*
Brivar Construction Company
9325 Maltby Road
Brighton, MI 48116

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Refer to attached "Exhibit A" for description of work.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Daniel Gwozdz, AIA

PRINTED NAME AND TITLE

EXHIBIT 'A' – PROPOSAL REQUEST #1

Project Name: City of Warren – New Fire Station #1 and Station #5 Proposal Request: One (1)
Project Number: 21-146 Issue Date: January 15, 2024
Project Location: Station #1: 23211 Van Dyke Ave., Warren MI 48089
Station #5: 30619 Schoenherr Rd., Warren MI 48089

This Proposal Request consists of (2) typed page(s) and the following attachments:

Drawings: **Station #1:** C1-01, C2-01, C3-01, C4-01, C5-01, DS-3 (NEW)

 Station #5: C1-01, C2-01, C3-01, C4-01, C5-01, DS-3 (NEW), Macomb County Dept. of Roads
 Paving Standard Details (2) (NEW)

Station #1 Civil Drawings:

- Item C1** Drawing C1-01 – EX CONDITIONS AND DEMOLITION PLAN (reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
- Item C2** Drawing C2-01 – GRADING PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Grass paver system
 a. Incorporated grass paver system area on plan
 b. Incorporated grass paver system section detail
 C. Rain garden
 a. Incorporated rain garden area on plan
 b. Revised underground storm water management system to incorporate rain garden
- Item C3** Drawing C3-01 – UTILITY PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Rain garden
 a. Incorporated rain garden area on plan
 b. Revised underground storm water management system to incorporate rain garden
- Item C4** Drawing C4-01 – STORM WATER DETENTION PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Storm water detention calculations and details
 a. Revised underground storm water management system to incorporate rain garden
 b. Added bioretention system section detail
 c. Edited storm detention calculations to incorporate rain garden
- Item C5** Drawing C5-01 – SOIL EROSION AND SEDIMENT CONTROL PLAN (revised and reissued)
 A. Updated the 'Issues/Revisions' column to include PR #1
 B. Grass paver system
 a. Incorporated grass paver system area on plan
 C. Rain garden
 a. Incorporated rain garden area on plan
- Item C6** Drawing DS-3 – CASTING DETAILS (NEW)
 A. City of Warren Division of Engineering Casting Details

Station #5 Civil Drawings:

- Item C7** Drawing C1-01 – DEMOLITION PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Removed note calling for saw-cutting and removal of section of Schoenherr Road
 - C. Added note for removal of curb if necessary
- Item C8** Drawing C2-01 – GRADING PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added note that all work within right-of-way is to meet Macomb County Department of Roads Standards and Specifications
- Item C9** Drawing C3-01 – UTILITY PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added notes for directional drilling under Schoenherr Road
- Item C10** Drawing C4-01 – STORM AND DETENTION CALCULATIONS (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Storm water detention calculations and details
 - a. Revised underground storm water management system to incorporate rain garden
 - b. Added bioretention system section detail
 - c. Edited storm detention calculations to incorporate rain garden
- Item C11** Drawing C5-01 – SOIL EROSION AND SEDIMENT CONTROL PLAN (revised and reissued)
- A. Updated the 'Issues/Revisions' column to include PR #1
 - B. Rain garden
 - a. Incorporated rain garden area on plan
 - b. Revised underground storm water management system to incorporate rain garden
 - C. Removed note calling for new pavement section of Schoenherr Road
 - D. Added note that all work within right-of-way is to meet Macomb County Department of Roads Standards and Specifications
- Item C12** Drawing DS-3 – CASTING DETAILS (NEW)
- A. City of Warren Division of Engineering - Casting Details
- Item C13** Drawing 1 of 2 – PAVING STANDARD DETAILS (NEW)
- A. Macomb County Dept. of Roads - Paving Standard Details
- Item C14** Drawing 2 of 2 – PAVING STANDARD DETAILS (NEW)
- A. Macomb County Dept. of Roads - Paving Standard Details

****END OF PROPOSAL REQUEST****

PARTNERS



PARTNERS in Architecture & Engineering

1000 W. ...

PCE
Project Control Engineering, Inc.
1000 W. ...

City of Warren
1000 W. ...

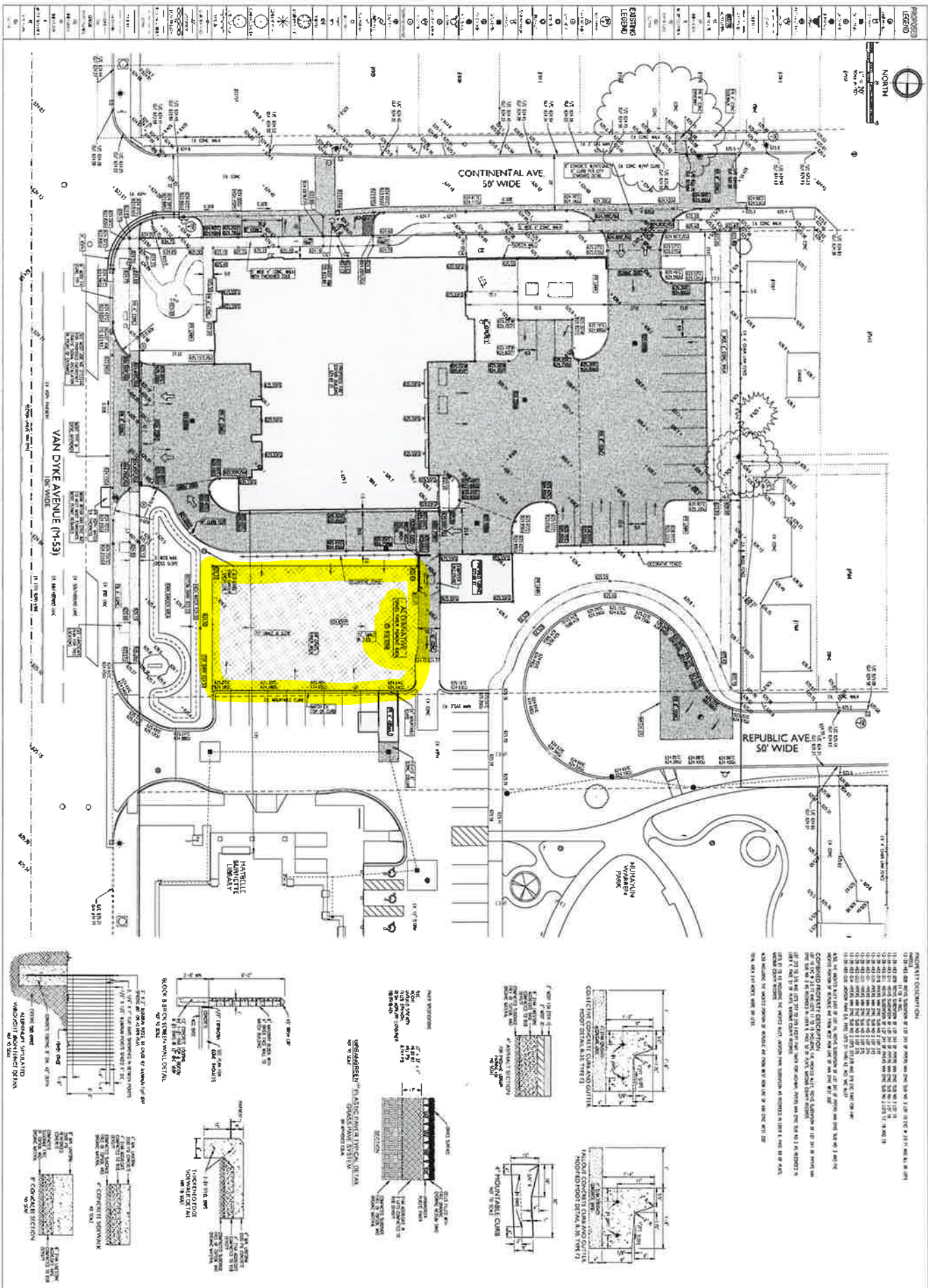
Warren Civic Center
South Fire Station #1

21-146A

WARREN CIVIC CENTER
SOUTH FIRE STATION #1

GRADING PLAN

02-01



PARTNERS



PARTNERS in Medicine
 Project: Central Engineering & Construction
 1200 N. 1st Street, Suite 100
 Phoenix, AZ 85004
 Phone: (602) 254-1234
 Fax: (602) 254-1235
 Website: www.pce.com

PCE
 Project: Central Engineering & Construction
 1200 N. 1st Street, Suite 100
 Phoenix, AZ 85004
 Phone: (602) 254-1234
 Fax: (602) 254-1235
 Website: www.pce.com

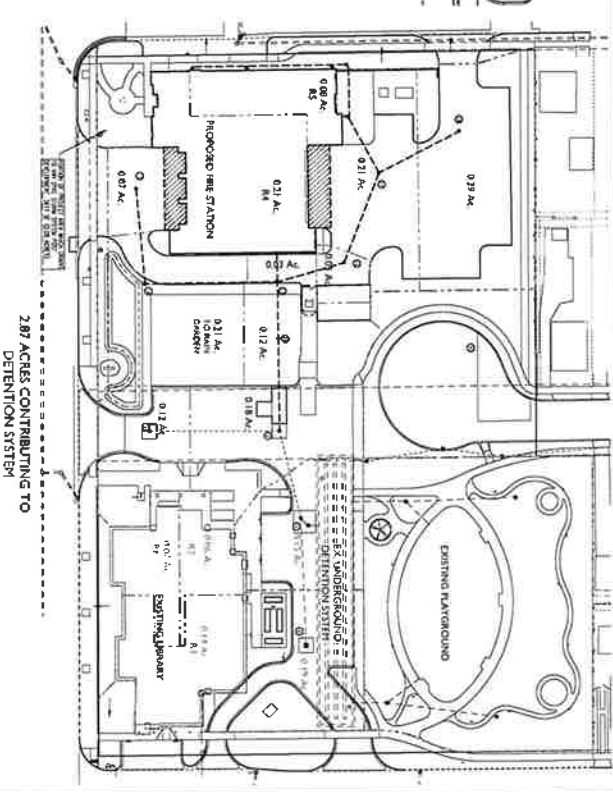
City of Maricopa
 100 N. 1st Street
 Phoenix, AZ 85004
 Phone: (602) 254-1234
 Fax: (602) 254-1235
 Website: www.maricopa.gov

Warren Civic Center
 South Fire Station #1
 1200 N. 1st Street
 Phoenix, AZ 85004
 Phone: (602) 254-1234
 Fax: (602) 254-1235
 Website: www.maricopa.gov

21-146A
 1200 N. 1st Street
 Phoenix, AZ 85004
 Phone: (602) 254-1234
 Fax: (602) 254-1235
 Website: www.maricopa.gov

STORM WATER DEFENTION PLAN

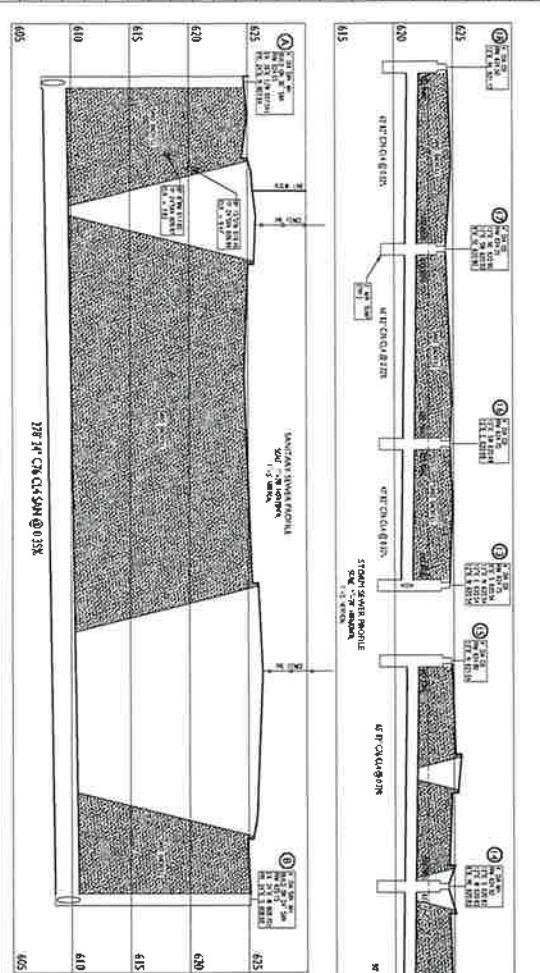
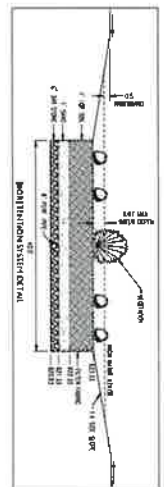
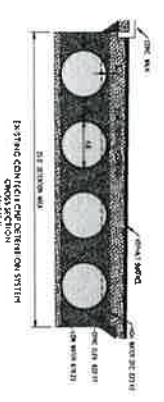
CA 01



2.87 ACRES CONTRIBUTING TO DETENTION SYSTEM

STORM VOLUME ESTIMATION PROVIDED BY CUSTOMER

System	Pipe	Score	Total System
01A	12" DIA	100	100
01B	12" DIA	100	200
01C	12" DIA	100	300
01D	12" DIA	100	400
01E	12" DIA	100	500
01F	12" DIA	100	600
01G	12" DIA	100	700
01H	12" DIA	100	800
01I	12" DIA	100	900
TOTAL			900



STORM WATER DEFENTION CALCULATIONS

Basin	Area (Ac)	Flow (MGD)	Volume (MG)	Retention Time (Min)
01A	0.08	0.01	0.01	10
01B	0.08	0.01	0.01	10
01C	0.08	0.01	0.01	10
01D	0.08	0.01	0.01	10
01E	0.08	0.01	0.01	10
01F	0.08	0.01	0.01	10
01G	0.08	0.01	0.01	10
01H	0.08	0.01	0.01	10
01I	0.08	0.01	0.01	10
TOTAL	0.87	0.08	0.08	10

CA 01

PARTNERS



PARTNERS IN ADDRESSING THE CHALLENGES OF SOIL EROSION AND SEDIMENT CONTROL

Project Completion by
 2014
 2015
 2016
 2017
 2018
 2019
 2020
 2021
 2022
 2023
 2024

**Warren Civic Center
 South Fire Station #1**

371 Lincoln
 Warren, MI 48090

21-146A

SOIL EROSION AND SEDIMENT CONTROL PLAN

CS 01

SOIL EROSION CONTROL LEGEND

EXISTING LEGEND

TEMPORARY EROSION CONTROL MEASURES

PERMANENT EROSION CONTROL MEASURES

SOIL EROSION CONTROL MEASURES

SEDIMENT CONTROL MEASURES

VEGETATION

UTILITIES

ADDITIONAL NOTES

SOIL EROSION AND SEDIMENT CONTROL NOTES AND MAINTENANCE NOTES

GENERAL NOTES

CONSTRUCTION NOTES

VEGETATION NOTES

UTILITIES NOTES

ADDITIONAL NOTES

WARREN CIVIC CENTER

SOUTH FIRE STATION #1

SOIL EROSION AND SEDIMENT CONTROL PLAN

RESOLUTION
DOCUMENT NO: ITB-W-0912
PRODUCT OR SERVICE: Increase of Award - Construction Of Fire Stations 1 & 5
REQUESTING DEPARTMENT: Fire Department

At a Regular Meeting of the DDA Board of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at ___ p.m. Local Time, in Warren, Michigan.

PRESENT: DDA members: _____

ABSENT: DDA members: _____

The following preamble and resolution were offered by DDA member _____ and supported by DDA member _____.

On August 16, 2023, the DDA Board approved an award to Brivar Construction Company, 9325 Maltby Road, Brighton, MI 48116 in the estimated amount of \$16,446,478.55 for the construction of two new fire stations (#1 and #5).

The Fire Department is requesting that the award be increased by \$1,233,517.89 a contingency funds to cover additional unforeseen costs associated with the project being done by Brivar.

THEREFORE IT IS RESOLVED, that the increase of award to Brivar is hereby accepted by the DDA Board in an increased amount not to exceed \$1,233,517.89 unless pre-approved by the DDA Board.

IT IS FURTHER RESOLVED, that these costs will be paid from DDA funds that have been set aside for the construction of fire stations #1 and #5 with DDA Bonds, Series 2023.

IT IS FURTHER RESOLVED, that the Purchasing Agent and DDA Authority are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

Proposal Documents

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: DDA members: _____

NAYS: DDA members: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

DDA Director



7315 Drake Road
West Bloomfield, MI 48322

Date 6/1/2024
Terms Net 10
PO #
Sales Rep Zach Pliska

Bill To

City of Warren
One City Square
4th Floor
Warren, MI 48093-5289

Property Address

City of Warren
One City Square
Warren, MI 48093-5289

Description

Amount

#5187 - Standard Horticulture Service June 2024	\$346.81
--	-----------------

		<u>Subtotal</u>	\$346.81
		Sales Tax	<u>\$8.15</u>
		Total	\$354.96
		Credits/Payments	<u>(\$0.00)</u>
		Balance Due	\$354.96

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$354.96	\$0.00	\$0.00	\$0.00	\$0.00

WARREN DDA

DDA LIST OF BILLS

6/5/2024

Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
RAM CONSTRUCTION SERVICES	004721	3/20/2024	494-9494-97400	6,936.50	PG-23-802	NON-PO	CITY HALL PARKING GARAGE
PRESIDIO NETWORKED SOLUTIONS	004951	5/9/2024, 5/2/2024, & 05/10/2024	494-9494-97400	38,511.12	6013524003820, 6013524003542, & 6013524003880	2427164	UPGRADES TO COMMUNICATION INFRASTRUCTURE
AEW	009698	4/8/2024 & 2/28/2024	495-9495-80100	1,075.00	149801 & 148915	2323203 & NON-PO	CITY HALL PARKING GARAGE REPAIRS & VAN DYKE/CONTINENTAL PARCEL COMBO
AT&T MOBILITY	011369	5/6/2024	101-0000-09494	11,379.62	287322686730/APR24	2323217	CELLULAR EQUIPMENT
HALLAHAN & ASSOCIATES PC	015071	5/2/2024	494-9494-80100	5,018.40	21551	2425801	LEGAL
WOW! BUSINESS	015829	6/4/2024	494-9494-97400	4,304.11	WOW - GP - DETROIT	NON-PO	POLE RELOCATION FOR FIRE STATION 1 ON 23211 VAN DYKE
G2 CONSULTING GROUP LLC	017963	2/29/2024 & 3/31/2024	494-9494-97400	7,186.61	240363, 204626, 240629	NON-PO	FIRE STATION 5 - MATERIAL TESTING FIRE STATION 1/23211 VAN DYKE - MATERIAL TESTING
NOWAK & FRAUS PLLC	019390	3/18/2024 & 4/19/2024	494-9494-80100	9,285.24	121190 & 121524	NON-PO	CHICAGO PROPERTY EVAL.
BRIVAR CONSTRUCTION COMPANY	019289	3/31/2024 & 4/30/2024	494-0000-09493	1,344,322.27	ITB-W-0912	NON-PO	FIRE STATION 1 & 5 - Payment No. 7 & 8
SELFRIEDGE BASE COMMUNITY COUNCIL	019463	4/29/2024	494-9494-95800	800.00	OPEN HOUSE AD/2024	2427226	AD

TOTAL: 1,428,819.87

DDA List of Bills

Required Formal Approval of the Following: Approved by Mr. Zamora and Mr. Wiegand via committee vote

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
COMCAST	018088	5/9/2024 & 5/09/2024	494-9494-97400	8,828.10	REQUEST # JB0001671139 & JB0001671167	NON-PO	RELOCATION OF COMCAST FACILITIES FOR FIRE STATIONS 1 & 5
THE DTE ENERGY COMPANY	019352	5/23/2024	494-9494-97400	285.00	TEMPORARY SERVICES AGREEMENT NO. 72716576	NON-PO	TEMPORARY ELECTRICAL SERVICE FOR FIRE STATION #5 - 30619 SCHOENHERR

TOTAL: 8,913.10

REC'D MAY 03 2024



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date: May 2, 2024

To: Mark Knapp, Assistant Controller

From: Engineering Division

Re: Payment No. 3 & Final
 Contract: PG-23-802
 Location: City Hall Parking Garage
 Improvement: Structural Repairs

Payee: RAM Construction Services of MI
13800 Eckles Rd
Livonia, MI 48150

Original Contract Amount	DDA Approval:	
Contract Mod. 1 & Final	6/7/2023	\$146,805.00
		<u>(\$18,075.00)</u>
Final Contract Amount		<u>\$128,730.00</u>

Total Work performed as of:	9/30/2023	<u>\$128,730.00</u>
Less Retainage 0.0%		<u>\$0.00</u>
Net Amount Earned to Date		<u>\$128,730.00</u>
Amount of Previous Payment Requests		<u>\$121,793.50</u>

Amount Due This Estimate \$6,936.50

Retainage Previously Withheld	<u>\$2,452.15</u>
Retainage Change this Pay Estimate	<u>(\$2,452.15)</u>

Chargeable to: DDA
Line Item (494-9494-97400)

\$6,936.50

*msh
5/03/2024*

Approved for Payment:


 Tina G. Gapshes, P.E.
 City Engineer

cc: Payee



March 20, 2024

City of Warren
29500 Van Dyke Avenue
Warren, Michigan 48093

Attention: Mr. Kevin Zquel
kzauel@aeWINC.com

Re: City Hall Parking Garage
1 City Square
Warren, Michigan
Concrete Repairs and Restoration
RAM Job No. MIC-211252
Project No. PG-23-802
Pay Application No. 3

Dear Sir:

Please find the enclosed billing for retention withheld in the amount of \$6,936.50 for all work completed at the above captioned project.

If you have any questions, please feel free to contact me.

Sincerely,

RAM Construction Services of Michigan, Inc.

A handwritten signature in black ink that reads "Zachary E Ellis".

Zach Ellis

ZE/ah/invoice: Retention



13800 Eckles Road Livonia, MI 48150
 Phone (734) 464-3800 Fax (734) 437-6206

MONTHLY REQUISITION FOR PAYMENT

Sold To: City of Warren
 29500 Van Dyke Avenue
 Warren, Michigan 48093
 Attention: Mr. Kevin Zquel
 Project: City Hall Parking Garage
 1 City Square
 Location: Warren, Michigan 48093

Invoice No. Retention
 Requisition No. 3
 Date: 03/20/2024
 Our Job No. MIC-211252

ORIGINAL CONTRACT

Amount \$ 146,805.00

Previous Change Orders	ADDITIONS	DEDUCTIONS
	\$ -	\$ -
Number		
1	\$ -	\$ 8,075.00
2	\$ -	\$ 10,000.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ -	\$ 18,075.00
Net Change by Change Orders		-\$18,075.00

Additions or Deductions to Date	<u>\$ (18,075.00)</u>
Total Adjusted Contract Price	<u>\$ 128,730.00</u>
Value of Contract Work Performed to Date	<u>\$ 128,730.00</u>
Less <u>0%</u> Retained	<u>\$ -</u>
Net Amount Earned on Contract to Date	<u>\$ 128,730.00</u>
Less Previous Requests	<u>\$ 121,793.50</u>
Net Amount of this Request	<u>\$ 6,936.50</u>

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

TO (OWNER): City of Warren
 29500 Van Dyke Avenue
 Warren, Michigan 48093

PROJECT: City Hall Parking Garage
 1 City Square
 Warren, Michigan 48093

APPLICATION NO.: 3
 PERIOD TO: 31-Mar-24
 OWNERS PROJECT #: PG-23-802
 RAM PROJECT #: MIC-211252

FROM (CONTRACTOR): RAM Construction Services of Michigan
 13800 Eckles Road
 Livonia, Michigan 48150

VIA (ARCHITECT):

CONTRACT FOR: Parking Garage Repairs

CONTRACT DATE:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$ -	\$ -
TOTAL \$			
Approved this Month			
Number	Date Approved		
1		\$ 8,075.00	
2		\$ 10,000.00	
TOTALS \$		\$ -	\$ 18,075.00
Net Change by Change Orders		\$ -	\$ (18,075.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract

Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RAM Construction Services

By: Alex Cohen - Controller Date: 03/20/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM \$ 146,805.00
 2. Net change by Change Orders \$ (18,075.00)
 3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 128,730.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 128,730.00

5. RETAINAGE:
 a. 0% of Completed Work (Column D + E on G703) \$ -
 b. 0% of Stored Material (Column F on G703) \$ -

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ -
 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 128,730.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 121,793.50

8. CURRENT PAYMENT DUE (Line 3 less Line 6) \$ 6,936.50

9. BALANCE TO FINISH, PLUS RETAINAGE \$ -

Slate of: MICHIGAN County of: WAYNE ANNETTE HUNT
 Subscribed and Sworn to before me this 03/20/2024 Notary Public, State of Michigan
 Notary Public: Annette Hunt County of Wayne
 My Commission Expires: March 24, 2028 My Commission Expires 03-24-2028
 Acting in the County of Wayne

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 3 of 7 PAGES

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column I on Contracts where variable retainage for fine items may apply.

City of Wiseman
City Hall Parking Garage

APPLICATION NO.: 3

APPLICATION DATE: March 29, 2024

PERIOD TO: March 31, 2024

ARCHITECT'S PROJECT NO.: PG-23-002

RAM PROJECT NO.: MIC-211252

A ITEM NO.	B DESCRIPTION OF WORK	C TYPE OF UNIT	D # OF UNITS SCHEDULED	E # OF UNITS COMPLETED	F PRICE PER UNIT	G SCHEDULED VALUE	H WORK COMPLETED FROM PREVIOUS APPLICATION (D - E)	I WORK COMPLETED THIS PERIOD (E)	J MATERIALS PRESENTLY STORED (NOT IN D OR E)	K TOTAL COMPLETED AND STORED TO DATE (D + E + F)	L % (G / K)	M BALANCE TO FINISH (C - G)	N RETAINAGE (IF VARIABLE RATE)
1.0	Mobilization	Lump Sum				12,500.00	12,500.00	0.00	0.00	12,500.00	100%	0.00	0.00
2.0	Double Tee Flange Repairs	CF	12.0	12.0	\$ 307.00	3,684.00	3,684.00	0.00	0.00	3,684.00	100%	0.00	0.00
3.0	Unlaid End Dam Repair	EA	13.0	13.0	\$ 2,306.00	29,978.00	29,978.00	0.00	0.00	29,978.00	100%	0.00	0.00
4.0	Brick Replacement and Tuckpointing along Jambes	SF	1,100.0	1,100.0	\$ 59.00	64,900.00	64,900.00	0.00	0.00	64,900.00	100%	0.00	0.00
5.0	Metal Coping Replacement	FT	145.0	145.0	\$ 146.00	21,170.00	21,170.00	0.00	0.00	21,170.00	100%	0.00	0.00
6.0	Miscellaneous Grouting (allowance)	Lump Sum				10,000.00	0.00	10,000.00	0.00	10,000.00	100%	0.00	0.00
7.0	Traffic Control Measures	Lump Sum				4,573.00	4,573.00	0.00	0.00	4,573.00	100%	0.00	0.00
8.1	Change Order (1.1) - Metal Coping Deduct	Lump Sum				(21,170.00)	(21,170.00)	0.00	0.00	(21,170.00)	100%	0.00	0.00
8.2	Change Order (1.2) - Unlaid End Dam Repair Deduct	Lump Sum				(29,978.00)	(29,978.00)	0.00	0.00	(29,978.00)	100%	0.00	0.00
8.3	Change Order (1.3) - Precast Lintel Joint Adjustment	Lump Sum				22,322.00	22,322.00	0.00	0.00	22,322.00	100%	0.00	0.00
8.4	Change Order (1.4) - Control Joint Widening	Lump Sum				20,751.00	20,751.00	0.00	0.00	20,751.00	100%	0.00	0.00
9.0	Change Order (2) Deduct of Allowance	Lump Sum				(10,000.00)	0.00	(10,000.00)	0.00	(10,000.00)	100%	0.00	0.00
						128,730.00	128,730.00	0.00	0.00	128,730.00	100%	0.00	0.00



SWORN STATEMENT

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

Alex Cohen, being duly sworn, states the following: RAM Construction Services, is the (contractor)(subcontractor) for an improvement to the following real property in County, Michigan, described as follows:

City Hall Parking Garage
1 City Square
Warren, Michigan 48093
RAM Job No. MIC-211252

The following is a statement of each subcontractor, supplier and laborer, for who payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Table with 8 columns: Name, Address and Phone Number, Type of improvement furnished, Total contract price, Amount already paid, Amount currently owing, Balance to complete (optional), Amount of laborer wages due but unpaid, Amount of laborer fringe benefits and withholding due but unpaid. Includes rows for 'NO SUBCONTRACTORS', 'ALL MATERIAL TAKEN FROM FULLY PAID STOCK', 'ALL LABOR, FRINGES, PAYROLL TAXES AND OTHER PAYROLL OBLIGATIONS PAID IN FULL THROUGH APPLICATION', and 'TOTALS'.

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.*

I make this statement as the (contractor)(subcontractor) or as Controller of the (contractor) (subcontractor) to represent the owner of lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OF CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Alex Cohen - Controller
Dependent Printed Name

Dependent Signature

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this
March 20, 2024


Notary Public: Annette Hunt

Wayne County, Michigan

ANNETTE HUNT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 03-24-2028
Acting in the County of Wayne

Annette Hunt
Notary Public, Wayne County
My Commission Expires: March 24, 2028

*Materials furnished by a contractor or a subcontractor out of his or her own inventory, and which has not been purchased specifically for the purpose of performing the contract, need not be listed.



CONSTRUCTION
ASSOCIATION OF
MICHIGAN

Form No. LL0013

Partial Conditional Waiver

I/we have a contract with City of Warren
(other contracting party)

to provide Labor & Material

for the improvement of the property described as

**City Hall Parking Garage
1 City Square
Warren, Michigan 48093
RAM Job No. MIC-211252**

And by signing this waiver waive my/our construction lien to the amount of \$6,936.50
for labor and materials provided through 03/31/2024
(date of draw cutoff or actual payment)

This waiver, together with all previous waivers, if any (circle one) does/does not cover all amounts due to me/us for contract improvements provided through the date shown above. This waiver is conditioned on actual payment of the amount shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us, or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contracting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Alex Cohen - Controller
(printed name of lien claimant)

(Signature of lien claimant)

Signed on: 03/20/2024

Address: 13800 Eckles Rd.

Livonia, MI 48150

Telephone: (734) 464-3800

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



DESCRIPTION		ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of:	7/31/2023	\$146,805.00	\$128,730.00	\$128,730.00	\$4,484.35
Less Retainage	10.0%			\$0.00	\$2,452.15
Net Amount Earned				\$128,730.00	\$6,936.50
Less Previous Payments				\$121,793.50	
Total Amount Due this Estimate				\$6,936.50	\$6,936.50

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

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

004951

PRESIDIO™

Presidio Networked Solutions Group, LLC
EIN: 78-0515249, DUNS: 15-405-0959
For questions on this invoice please call:
Mohd Saleem
(p) +1.781.970.6485, (f)
msaleem@presidio.com

Please send payments
made payable to:
Presidio Networked Solutions Group, LLC
PO Box 677638
Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745
ABA 031000053

INVOICE: 6013524003820

DATE: 5/9/2024
PAGE: 1 of 1

BILL TO: City of Warren
Michelle Patterson
Attn Payables
One City Square, Suite 425, Purchasing
Warren, MI 48093

SHIP TO: City of Warren
Laura Wilson
One City Square
Suite 215
Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: Net 45
Title: City of Warren - UC Upgrade-Cloud Comparison-All VG replacements On-Prem
Comments: Please make sure these emails are emailed to Michelle Patterson
mpatterson@cityofwarren.org and Laura Wilson lwilson@cityofwarren.org

Customer PO#: 2427164
Order #: 3001222408954
Quote #: 2003524087631-02
Contract Vehicle: MHEC-08012021 Presidio

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
ATA191-K9	2-Port Analog Telephone Adapter	\$136.050	12.0	12.0	\$0.00	\$1,632.60
Serial #: FVH274412C6, FVH274412W5, FVH27460R9E, FVH27460R9K, FVH27460RAJ, FVH27460RBC, FVH27460RDG, FVH27460RGM, FVH27460RR7, FVH27460RWT, FVH27460S17, FVH27460S1S						

STA - W - 1193

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.
Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001
Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total:	\$1,632.60
Miscellaneous:	\$0.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Grand Total:	\$1,632.60

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

494-9494-97400

PRESIDIO

Presidio Networked Solutions Group, LLC
 EIN: 76-0515249, DUNS: 15-405-0959
 For questions on this invoice please call:
 Mohd Saleem
 (p) +1.781.970.6485, (f)
 msaleem@presidio.com

Please send payments
 made payable to:
 Presidio Networked Solutions Group, LLC
 PO Box 677638
 Dallas, TX 75267-7638
 Wire or ACH Payments:
 PNC Bank
 Acct: 8616159745
 ABA 031000053

INVOICE: **6013524003542**

DATE: **5/2/2024**
 PAGE: 1 of 1

004951

DDA

BILL TO: City of Warren
 Laura Wilson
 One City Square, Suite 425
 Purchasing Division
 Warren, MI 48093

SHIP TO: City of Warren
 Laura Wilson
 One City Square
 Suite 215
 Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: Net 30
Title: City of Warren - Replacement UC Servers
Comments: Please make sure these emails are emailed to Michelle Patterson
 mpatterson@cityofwarren.org and Laura Wilson lwilson@cityofwarren.org

Customer PO#: **2427164**
Order #: 3001222408860
Quote #: 2003523088503-03
Contract Vehicle: *Open Market

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
BE7M-M6-K9	Cisco Business Edition 7000M (M6) Appliance, Export Restr SW Serial #: WZP27510W1T, WZP27510W3Q	\$14,874.000	2.0	2.0	\$0.00	\$29,748.00
CON-OSP- BE7MGT6K	SNTC-24X7X4OS Cisco Business Edition 7000M (M6) Applia	\$3,444.000	2.0	2.0	\$0.00	\$6,888.00

STA - W-1193
 DDA Meeting Minutes Attached ✓
 4-10-24

No return merchandise accepted without prior Return Authorization.
 All returns subject to a 20% restocking fee.
 If not billed on this invoice, all taxes are to be paid by the buyer.
 Past due balances are subject to 1.5% per month finance charge.
 GST/HST# 75468 2292 RT0001
 Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total:	\$36,636.00
Miscellaneous:	\$0.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Grand Total:	\$36,636.00

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

494-9494.97400

004951

PRESIDIO™

Presidio Networked Solutions Group, LLC
EIN: 76-0515249, DUNS: 15-405-0959
For questions on this invoice please call:
Mohd Saleem
(p) +1.781.970.6485, (f)
msaleem@presidio.com

Please send payments
made payable to:
Presidio Networked Solutions Group, LLC
PO Box 677638
Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745
ABA 031000053

INVOICE: 6013524003880

DATE: 5/10/2024
PAGE: 1 of 1

DDA

BILL TO: City of Warren
Michelle Patterson
Attn Payables
One City Square, Suite 425, Purchasing
Warren, MI 48093

SHIP TO: City of Warren
Laura Wilson
One City Square
Suite 215
Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: Net 45
Title: City of Warren - UC Upgrade-Cloud Comparison-All VG replacements On-Prem
Comments: Please make sure these emails are emailed to Michelle Patterson
mpatterson@cityofwarren.org and Laura Wilson lwilson@cityofwarren.org

Customer PO#: 2427164
Order #: 3001222408954
Quote #: 2003524097631-02
Contract Vehicle: MHEC-08012021 Presidio

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
CON-SNT-TAVK99V9	2-Port Analog Telephone AdapterSNTC-8X5XNBD	\$20.210	12.0	12.0	\$0.00	\$242.52

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.
Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001
Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total:	\$242.52
Miscellaneous:	\$0.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Grand Total:	\$242.52

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

SA-W-1193

794-9494-97400

PO 232 3203

DDA



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

CITY OF WARREN, ENGINEERING DIVISION
ATTN: RON GAYTA
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093-2390

April 08, 2024
Project No: 0140-0128-0
Invoice No: 149801

Project 0140-0128-0 CITY HALL PARKING GARAGE REPAIRS

Professional Services from February 12, 2024 to March 10, 2024

Phase 02 CONSTRUCTION ADMINISTRATION

Fee

Total Fee	6,500.00		
Percent Complete	100.00	Total Earned	6,500.00
		Previous Fee Billing	6,175.00
		Current Fee Billing	325.00
		Total Fee	325.00
		Total this Phase	\$325.00
		Total this Invoice	\$325.00

Please include the project number and invoice number on your check.



WARREN

**Engineering Division
Payment Request**

Date: May 2, 2024

To: Department of Community, Economic & Downtown Development

From: Engineering Division

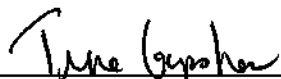
Re: Payment No. 455
 Contract: RFP-W-8755, Professional Engineering Services
 Invoice # 148915
 Improvement: Van Dyke Continental Parcel Combination
Survey Services (workslope approved 12/19/23)

Payee: **Anderson, Eckstein and Westrick, Inc.**
51301 Schoenherr Road
Shelby Township, MI 48315

	This Project	Total Contract
Original Contract Amount (approved 11/18/13)	\$ 7,500.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 750.00	\$ 750.00
Previously Approved Work to Date	\$ -	\$ 4,338,504.49
Total Work Performed as of : 02/11/24	\$ 750.00	\$ 4,339,254.49
Total Amount Due this Payment		\$ 750.00

Chargeable to:	DDA/TIFA	495-9495-80100	100.00%	\$ 750.00
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Chargeable to:			0.00%	\$ -
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Prepared by:

 Tina G. Gapshe, P.E.
 City Engineer

Approved for Payment:

 Tom Bommarito
 Economic Development Director

cc: Payee



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

February 28, 2024

Project No: 0140-0134-0

Invoice No: 148915

CITY OF WARREN, ENGINEERING DIVISION
 ATTN: RON GAYTA
 ONE CITY SQUARE
 SUITE 300
 WARREN, MI 48093-2390

Project 0140-0134-0 VANDYKE/CONTINENTAL PARCEL COMBO

FOR: CALCULATING PROPERTY BOUNDARY

Professional Services from January 15, 2024 to February 11, 2024

Fee

Total Fee 7,500.00

Percent Complete

10.00

Total Earned

750.00

Previous Fee Billing

0.00

Current Fee Billing

750.00

Total Fee

750.00

Total this Invoice

\$750.00



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS · SURVEYORS · ARCHITECTS

Shelby Township · Roseville · Livonia

586.726.1234 | www.aewinc.com

November 10, 2023

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, Michigan 48093

Reference: Proposal for Professional Services
Parcel Combination Descriptions
Southwest corner of Van Dyke Avenue
and Continental Avenue, Section 28

Dear Ms. Gapshes:

Thank you for considering our firm for providing professional surveying services on the project referenced above.

Understanding of the Project

The City of Warren was approved for a grant to help fund a mixed-use Urgent Care Building project located at the southwest corner of Van Dyke Avenue (M-53) and Continental Avenue. The land is currently owned by the City of Warren and is split into seven (7) different parcels. The City's intent is to combine the parcels and complete any necessary zoning requirements prior to selling the property to the developers. The parcels include 13-28-484-011 (7592 Continental), 13-28-484-012 (7600 Continental), 13-28-484-013 (7608 Continental), 13-28-484-027 (23157 Van Dyke), 13-28-484-028 (23151 Van Dyke), 13-28-484-029 (23145 Van Dyke), and 13-28-484-030 (23131 Van Dyke).

The City is requesting we perform a boundary survey and prepare documents for a parcel combination. In addition, a partial topographical survey is required to prepare the parcel combination exhibits according to the City's Lot Split and Combination plan requirements.

Services to be Provided

Based upon our discussion, we propose to furnish the following services:

- Perform boundary and a partial topographical survey.
- Prepare parcel combination exhibits.

51301 Schoenherr Road, Shelby Township, MI 48315

"Engineering Strong Communities"



Tina G. Gapshes, PE
November 10, 2023
Page 2

Services Not Provided

Material testing, environmental testing, geotechnical investigations, and wetlands delineation are outside the scope of services that AEW can provide. We will gladly coordinate these services when requested, to be performed by outside consultants as selected by the Client. All services provided by a sub-consultant of AEW will incur a eight (8%) percent prime consultant markup, per AEW's current professional services agreement, RFP-W-0592.

Responsibilities of the Client

The City shall provide our office with current title policy, all available existing utility maps, engineering drawings and utility service location documents for the sites.

Fee for Professional Services

The following fee will be based on a lump sum (fixed fee) basis:

- Boundary and Partial Topographical Surveys
and Parcel Combination Exhibits (Est. 45 hrs): \$7,500.00

Any additional services will be provided on an hourly basis according to the Comprehensive Hourly Rate Table in accordance with AEW's current professional services agreement, RFP-W-0592.

This proposal does not include revisions to the Services to be Provided due to changes in the project presented by the Client or a representative once work has begun.



Tina G. Gapshe, PE
 November 10, 2023
 Page 3

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information please call me.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Michael D. Smith

Tina Gapshe

Michael D. Smith, PE
 Project Manager

Signature

Stephen V. Pangori

Tina Gapshe, P.E. City Engineer

Stephen V. Pangori, PE
 President

Printed Name, Title

12-15-23

Date

M:\0999\0999-0852\2023\MDS\Warren\Parcel Combo_VanDyke-Continental_231110.docx

}

011369



CITY OF WARREN POLICE DEPT
ATTN: BRANDON ROY
29900 S CIVIC CENTER BLVD
WARREN, MI 48093-2377

Page: 1 of 491
Issue Date: May 06, 2024
Account Number: 287322686730
Foundation Account: 57850629
Invoice: 287322686730X05142024

APR 24

AutoPay: Set up automatic payments that you can update whenever you want. Go to firstnetcentral.firstnet.com today.

Total due

\$11,379.62

Please pay by:
Jun 01, 2024

PO# 2323217

Account summary

Your last bill	\$11,379.62
Payment, Apr 29 - Thank you!	-\$11,379.62
Remaining balance	\$0.00

Service summary

Wireless	Page 2	\$11,379.62
Total services		\$11,379.62

Total due \$11,379.62

Please pay by Jun 01, 2024

101-0000-09494

Ways to pay and manage your account:

- firstnetcentral.firstnet.com
- Call 611 from FirstNet device
- 800.574.7000
TTY: 866.241.6567 from any other phone

Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.



CITY OF WARREN POLICE DEPT
ATTN: BRANDON ROY
29900 S CIVIC CENTER BLVD
WARREN, MI 48093-2377

Please pay \$11,379.62 by Jun 01, 2024

Account number: 287322686730
Please include account number on your check

CHECK FOR AUTOPAY
(SEE REVERSE)

Make check payable to:
AT&T MOBILITY
PO Box 6463
Carol Stream, IL 60197-6463

999002873226867300000000113796200001137962008

Service activity

Wireless

Number	User	Page	Monthly charges		Company fees & surcharges	Government fees & taxes	Total
			Plan	Add-ons			
		9	\$39.99	-	\$1.67	\$0.09	\$41.75
		11	\$39.99	-	\$1.67	\$0.09	\$41.75
		13	\$39.99	-	\$1.67	\$0.09	\$41.75
		15	\$39.99	-	\$1.67	\$0.09	\$41.75
		17	\$39.99	-	\$1.67	\$0.09	\$41.75
		19	\$39.99	-	\$1.67	\$0.09	\$41.75
		21	-	-	\$1.25	\$0.09	\$1.34
		23	-	-	\$1.25	\$0.09	\$1.34
		25	\$39.99	-	\$1.67	\$0.09	\$41.75
		27	\$39.99	-	\$1.67	\$0.09	\$41.75
		29	\$39.99	-	\$1.67	\$0.09	\$41.75
		31	\$39.99	-	\$1.67	\$0.09	\$41.75
		33	\$39.99	-	\$1.67	\$0.09	\$41.75
		35	\$39.99	-	\$1.67	\$0.09	\$41.75
		37	\$39.99	-	\$1.67	\$0.09	\$41.75
		39	\$39.99	-	\$1.67	\$0.09	\$41.75
		41	\$39.99	-	\$1.67	\$0.09	\$41.75
		43	\$39.99	-	\$1.67	\$0.09	\$41.75
		45	\$39.99	-	\$1.67	\$0.09	\$41.75
		47	\$39.99	-	\$1.67	\$0.09	\$41.75
		49	\$39.99	-	\$1.67	\$0.09	\$41.75
		51	\$39.99	-	\$1.67	\$0.09	\$41.75
		53	\$39.99	-	\$1.67	\$0.09	\$41.75
		55	\$39.99	\$1,404.20	\$1.67	\$0.09	\$1,445.95
		57	\$39.99	-	\$1.67	\$0.09	\$41.75
		59	\$39.99	-	\$1.67	\$0.09	\$41.75
		61	\$39.99	-	\$1.67	\$0.09	\$41.75
		63	\$39.99	-	\$1.67	\$0.09	\$41.75
		65	\$39.99	-	\$1.67	\$0.09	\$41.75
		67	\$39.99	-	\$1.67	\$0.09	\$41.75
		69	\$39.99	-	\$1.67	\$0.09	\$41.75
		71	\$39.99	-	\$1.67	\$0.09	\$41.75
		73	\$39.99	-	\$1.67	\$0.09	\$41.75
		75	\$39.99	-	\$1.67	\$0.09	\$41.75
		77	\$39.99	-	\$1.67	\$0.09	\$41.75

Date: _____

Bank Ac _____

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...Wireless continued

Number	User	Monthly charges			Company fees & surcharges	Government fees & taxes	Total
		Page	Plan	Add-ons			
79			\$39.99	-	\$1.67	\$0.09	\$41.75
81			\$39.99	-	\$1.67	\$0.09	\$41.75
83			\$39.99	-	\$1.67	\$0.09	\$41.75
85			\$39.99	-	\$1.67	\$0.09	\$41.75
87			\$39.99	-	\$1.67	\$0.09	\$41.75
89			\$39.99	-	\$1.67	\$0.09	\$41.75
91			\$39.99	-	\$1.67	\$0.09	\$41.75
93			\$39.99	-	\$1.67	\$0.09	\$41.75
95			\$39.99	-	\$1.67	\$0.09	\$41.75
97			\$39.99	-	\$1.67	\$0.09	\$41.75
99			\$39.99	-	\$1.67	\$0.09	\$41.75
101			\$39.99	-	\$1.67	\$0.09	\$41.75
103			\$39.99	-	\$1.67	\$0.09	\$41.75
105			\$39.99	-	\$1.67	\$0.09	\$41.75
107			\$39.99	-	\$1.67	\$0.09	\$41.75
109			\$39.99	-	\$1.67	\$0.09	\$41.75
111			\$39.99	-	\$1.67	\$0.09	\$41.75
113			\$39.99	-	\$1.67	\$0.09	\$41.75
115			\$39.99	-	\$1.67	\$0.09	\$41.75
117			\$39.99	-	\$1.67	\$0.09	\$41.75
119			\$39.99	-	\$1.67	\$0.09	\$41.75
121			\$39.99	-	\$1.67	\$0.09	\$41.75
123			\$39.99	-	\$1.67	\$0.09	\$41.75
125			\$39.99	-	\$1.67	\$0.09	\$41.75
127			\$39.99	-	\$1.67	\$0.09	\$41.75
129			\$39.99	-	\$1.67	\$0.09	\$41.75
131			\$39.99	-	\$1.67	\$0.09	\$41.75
133			\$39.99	-	\$1.67	\$0.09	\$41.75
135			\$39.99	-	\$1.67	\$0.09	\$41.75
137			\$39.99	-	\$1.67	\$0.09	\$41.75
139			\$39.99	-	\$1.67	\$0.09	\$41.75
141			\$39.99	-	\$1.67	\$0.09	\$41.75
143			\$39.99	-	\$1.67	\$0.09	\$41.75
145			\$39.99	-	\$1.67	\$0.09	\$41.75
147			\$39.99	-	\$1.67	\$0.09	\$41.75
149			\$39.99	-	\$1.67	\$0.09	\$41.75
151			\$39.99	-	\$1.67	\$0.09	\$41.75
153			\$39.99	-	\$1.67	\$0.09	\$41.75
155			\$39.99	-	\$1.67	\$0.09	\$41.75
157			\$39.99	-	\$1.67	\$0.09	\$41.75
159			\$39.99	-	\$1.67	\$0.09	\$41.75
161			\$39.99	-	\$1.67	\$0.09	\$41.75
163			\$39.99	-	\$1.67	\$0.09	\$41.75

...Wireless continued

Number	User	Page	Monthly charges		Company fees & surcharges	Government fees & taxes	Total
			Plan	Add-ons			
		165	\$39.99	-	\$1.67	\$0.09	\$41.75
		167	\$39.99	-	\$1.67	\$0.09	\$41.75
		169	\$39.99	-	\$1.67	\$0.09	\$41.75
		171	\$39.99	-	\$1.67	\$0.09	\$41.75
		173	\$39.99	-	\$1.67	\$0.09	\$41.75
		175	\$39.99	-	\$1.67	\$0.09	\$41.75
		177	\$39.99	-	\$1.67	\$0.09	\$41.75
		179	\$39.99	-	\$1.67	\$0.09	\$41.75
		181	\$39.99	-	\$1.67	\$0.09	\$41.75
		183	\$39.99	-	\$1.67	\$0.09	\$41.75
		185	\$39.99	-	\$1.67	\$0.09	\$41.75
		187	\$39.99	-	\$1.67	\$0.09	\$41.75
		189	\$39.99	-	\$1.67	\$0.09	\$41.75
		191	\$39.99	-	\$1.67	\$0.09	\$41.75
		193	\$39.99	-	\$1.67	\$0.09	\$41.75
		195	\$39.99	-	\$1.67	\$0.09	\$41.75
		197	\$39.99	-	\$1.67	\$0.09	\$41.75
		199	\$39.99	-	\$1.67	\$0.09	\$41.75
		201	\$39.99	-	\$1.67	\$0.09	\$41.75
		203	\$39.99	-	\$1.67	\$0.09	\$41.75
		205	\$39.99	-	\$1.67	\$0.09	\$41.75
		207	\$39.99	-	\$1.67	\$0.09	\$41.75
		209	\$39.99	-	\$1.67	\$0.09	\$41.75
		211	\$39.99	-	\$1.67	\$0.09	\$41.75
		213	\$39.99	-	\$1.67	\$0.09	\$41.75
		215	\$39.99	-	\$1.67	\$0.09	\$41.75
		217	\$39.99	-	\$1.67	\$0.09	\$41.75
		219	\$39.99	-	\$1.67	\$0.09	\$41.75
		221	\$39.99	-	\$1.67	\$0.09	\$41.75
		223	\$39.99	-	\$1.67	\$0.09	\$41.75
		225	\$39.99	-	\$1.67	\$0.09	\$41.75
		227	\$39.99	-	\$1.67	\$0.09	\$41.75
		229	\$39.99	-	\$1.67	\$0.09	\$41.75
		231	\$39.99	-	\$1.67	\$0.09	\$41.75
		233	\$39.99	-	\$1.67	\$0.09	\$41.75
		235	\$39.99	-	\$1.67	\$0.09	\$41.75
		237	\$39.99	-	\$1.67	\$0.09	\$41.75
		239	\$39.99	-	\$1.67	\$0.09	\$41.75
		241	\$39.99	-	\$1.67	\$0.09	\$41.75
		243	\$39.99	-	\$1.67	\$0.09	\$41.75
		245	\$39.99	-	\$1.67	\$0.09	\$41.75

...Wireless continued

Number	User	Monthly charges			Company fees & surcharges	Government fees & taxes	Total
		Page	Plan	Add-ons			
247			\$39.99	-	\$1.67	\$0.09	\$41.75
249			\$39.99	-	\$1.67	\$0.09	\$41.75
251			\$39.99	-	\$1.67	\$0.09	\$41.75
253			\$39.99	-	\$1.67	\$0.09	\$41.75
255			\$39.99	-	\$1.67	\$0.09	\$41.75
257			\$39.99	-	\$1.67	\$0.09	\$41.75
259			\$39.99	-	\$1.67	\$0.09	\$41.75
261			\$39.99	-	\$1.67	\$0.09	\$41.75
263			\$39.99	-	\$1.67	\$0.09	\$41.75
265			\$39.99	-	\$1.67	\$0.09	\$41.75
267			\$39.99	-	\$1.67	\$0.09	\$41.75
269			\$39.99	-	\$1.67	\$0.09	\$41.75
271			\$39.99	-	\$1.67	\$0.09	\$41.75
273			\$39.99	-	\$1.67	\$0.09	\$41.75
275			\$39.99	-	\$1.67	\$0.09	\$41.75
277			\$39.99	-	\$1.67	\$0.09	\$41.75
279			\$39.99	-	\$1.67	\$0.09	\$41.75
281			\$39.99	-	\$1.67	\$0.09	\$41.75
283			\$39.99	-	\$1.67	\$0.09	\$41.75
285			\$39.99	-	\$1.67	\$0.09	\$41.75
287			\$39.99	-	\$1.67	\$0.09	\$41.75
289			\$39.99	-	\$1.67	\$0.09	\$41.75
291			\$39.99	-	\$1.67	\$0.09	\$41.75
293			\$39.99	-	\$1.67	\$0.09	\$41.75
295			\$39.99	-	\$1.67	\$0.09	\$41.75
297			\$39.99	-	\$1.67	\$0.09	\$41.75
299			\$39.99	-	\$1.67	\$0.09	\$41.75
301			\$39.99	-	\$1.67	\$0.09	\$41.75
303			\$39.99	-	\$1.67	\$0.09	\$41.75
305			\$39.99	-	\$1.67	\$0.09	\$41.75
307			\$39.99	-	\$1.67	\$0.09	\$41.75
309			\$39.99	-	\$1.67	\$0.09	\$41.75
311			\$39.99	-	\$1.67	\$0.09	\$41.75
313			\$39.99	-	\$1.67	\$0.09	\$41.75
315			\$39.99	-	\$1.67	\$0.09	\$41.75
317			\$39.99	-	\$1.67	\$0.09	\$41.75
319			\$39.99	-	\$1.67	\$0.09	\$41.75
321			\$39.99	-	\$1.67	\$0.09	\$41.75
323			\$39.99	-	\$1.67	\$0.09	\$41.75
325			\$39.99	-	\$1.67	\$0.09	\$41.75
327			\$39.99	-	\$1.67	\$0.09	\$41.75
329			\$39.99	-	\$1.67	\$0.09	\$41.75
331			\$39.99	-	\$1.67	\$0.09	\$41.75

...Wireless continued

Number	User	Page	Monthly charges		Company fees & surcharges	Government fees & taxes	Total
			Plan	Add-ons			
		333	\$39.99	-	\$1.67	\$0.09	\$41.75
		335	\$39.99	-	\$1.67	\$0.09	\$41.75
		337	\$39.99	-	\$1.67	\$0.09	\$41.75
		339	\$39.99	-	\$1.67	\$0.09	\$41.75
		341	\$39.99	-	\$1.67	\$0.09	\$41.75
		343	\$39.99	-	\$1.67	\$0.09	\$41.75
		345	\$39.99	-	\$1.67	\$0.09	\$41.75
		347	\$39.99	-	\$1.67	\$0.09	\$41.75
		349	\$39.99	-	\$1.67	\$0.09	\$41.75
		351	\$39.99	-	\$1.67	\$0.09	\$41.75
		353	\$39.99	-	\$1.67	\$0.09	\$41.75
		355	\$39.99	-	\$1.67	\$0.09	\$41.75
		357	\$39.99	-	\$1.67	\$0.09	\$41.75
		359	\$39.99	-	\$1.67	\$0.09	\$41.75
		361	\$39.99	-	\$1.67	\$0.09	\$41.75
		363	\$39.99	-	\$1.67	\$0.09	\$41.75
		365	\$39.99	-	\$1.67	\$0.09	\$41.75
		367	\$39.99	-	\$1.67	\$0.09	\$41.75
		369	\$39.99	-	\$1.67	\$0.09	\$41.75
		371	\$39.99	-	\$1.67	\$0.09	\$41.75
		373	\$39.99	-	\$1.67	\$0.09	\$41.75
		375	\$39.99	-	\$1.67	\$0.09	\$41.75
		377	\$39.99	-	\$1.67	\$0.09	\$41.75
		379	\$39.99	-	\$1.67	\$0.09	\$41.75
		381	\$39.99	-	\$1.67	\$0.09	\$41.75
		383	\$39.99	-	\$1.67	\$0.09	\$41.75
		385	\$39.99	-	\$1.67	\$0.09	\$41.75
		387	\$39.99	-	\$1.67	\$0.09	\$41.75
		389	\$39.99	-	\$1.67	\$0.09	\$41.75
		391	\$39.99	-	\$1.67	\$0.09	\$41.75
		393	\$39.99	-	\$1.67	\$0.09	\$41.75
		395	\$39.99	-	\$1.67	\$0.09	\$41.75
		397	\$39.99	-	\$1.67	\$0.09	\$41.75
		399	\$39.99	-	\$1.67	\$0.09	\$41.75
		401	\$39.99	-	\$1.67	\$0.09	\$41.75
		403	\$39.99	-	\$1.67	\$0.09	\$41.75
		405	\$39.99	-	\$1.67	\$0.09	\$41.75
		407	\$39.99	-	\$1.67	\$0.09	\$41.75
		409	\$39.99	-	\$1.67	\$0.09	\$41.75
		411	\$39.99	-	\$1.67	\$0.09	\$41.75
		413	\$39.99	-	\$1.67	\$0.09	\$41.75

...Wireless continued

Number	User	Monthly charges			Company fees & surcharges	Government fees & taxes	Total
		Page	Plan	Add-ons			
415			\$39.99	-	\$1.67	\$0.09	\$41.75
417			\$39.99	-	\$1.67	\$0.09	\$41.75
419			\$39.99	-	\$1.67	\$0.09	\$41.75
421			\$39.99	-	\$1.67	\$0.09	\$41.75
423			\$39.99	-	\$1.67	\$0.09	\$41.75
425			\$39.99	-	\$1.67	\$0.09	\$41.75
427			\$39.99	-	\$1.67	\$0.09	\$41.75
429			\$39.99	-	\$1.67	\$0.09	\$41.75
431			\$39.99	-	\$1.67	\$0.09	\$41.75
433			\$39.99	-	\$1.67	\$0.09	\$41.75
435			\$39.99	-	\$1.67	\$0.09	\$41.75
437			\$39.99	-	\$1.67	\$0.09	\$41.75
439			\$39.99	-	\$1.67	\$0.09	\$41.75
441			\$39.99	-	\$1.67	\$0.09	\$41.75
443			\$39.99	-	\$1.67	\$0.09	\$41.75
445			\$39.99	-	\$1.67	\$0.09	\$41.75
447			\$39.99	-	\$1.67	\$0.09	\$41.75
449			\$39.99	-	\$1.67	\$0.09	\$41.75
451			\$39.99	-	\$1.67	\$0.09	\$41.75
453			\$39.99	-	\$1.67	\$0.09	\$41.75
455			\$39.99	-	\$1.67	\$0.09	\$41.75
457			\$39.99	-	\$1.67	\$0.09	\$41.75
459			\$39.99	-	\$1.67	\$0.09	\$41.75
461			\$39.99	-	\$1.67	\$0.09	\$41.75
463			\$39.99	-	\$1.67	\$0.09	\$41.75
465			\$39.99	-	\$1.67	\$0.09	\$41.75
467			\$39.99	-	\$1.67	\$0.09	\$41.75
469			\$39.99	-	\$1.67	\$0.09	\$41.75
471			\$39.99	-	\$1.67	\$0.09	\$41.75
473			\$39.99	-	\$1.67	\$0.09	\$41.75
475			\$39.99	-	\$1.67	\$0.09	\$41.75
477			\$34.99	-	\$1.25	-	\$36.24
479			\$39.99	-	\$1.67	\$0.09	\$41.75
481			\$39.99	-	\$1.67	\$0.09	\$41.75
483			\$39.99	-	\$1.67	\$0.09	\$41.75
485			\$39.99	-	\$1.67	\$0.09	\$41.75
487			\$39.99	-	\$1.67	\$0.09	\$41.75
489			\$39.99	-	\$1.67	\$0.09	\$41.75
			\$9,552.61	\$1,404.20	\$401.21	\$21.60	\$11,379.62

015071

Hallahan & Associates, P.C.

Attorneys at Law
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302-0179
(248) 731-3089

Email

May 2, 2024

City of Warren DDA
One City Square
Suite 425 - Purchasing
Warren, MI 48093

Please include Invoice No.
with your payment

Invoice No. 21551

\$5,018.40

494-9494-80100

RFP-W-0239

DDA Approval 4-12-23

Professional services rendered through April 30, 2024

Purchase Order #2425801 (09/15/2023 - 06/30/2024)

		Hours	Amount
<u>Windemere Real Estate LLC - 20-001843</u>			
04/29/24	SAO Prepare for trial; continue identifying and marking exhibits; continue drafting direct of J Widmer; review Petitioner's entire workfile.	6.10	1,220.00
Subtotal:		6.10	1,220.00
<u>Windemere Real Estate LLC - 22-001076</u>			
04/05/24	SAO Communicate in firm regarding case, trial strategy, and possible motion in limine.	0.20	40.00
	LMH Telephone conference with Mitch Elrod; conference call with Mitch Elrod, Lee Zumbunnen and Shelley Gentner; communicate with S. O'Loughlin regarding motion in limine.	0.50	100.00
04/10/24	LMH Telephone conference with client.	0.20	40.00
04/11/24	LMH Trial Preparation.	3.30	660.00
04/12/24	SAO Communicate in firm regarding trial preparation timeline; review petitioner's appraisal to determine need for motion in limine.	2.40	480.00
04/15/24	SAO Prepare for trial; block off trial preparation time.	0.20	40.00
04/23/24	LMH Telephone conference with appraiser.	0.40	80.00
04/24/24	SAO Prepare for trial; begin working on exhibits and exhibit list.	0.30	60.00
04/26/24	SAO Prepare for trial; begin work on direct of City expert.	0.60	120.00
	LMH Telephone conference with the Tax Tribunal; research regarding pre trial motions.	1.30	260.00
04/30/24	SAO Continue drafting direct of J. Widmer.	5.70	1,140.00
Subtotal:		15.10	3,020.00
Subtotal of charges			\$4,240.00
Administrative fee (2%)			\$84.80
Professional services rendered		21.20	\$4,324.80

Timekeeper Summary

Name	Hours	Rate
Laura M. Hallahan	5.70	200.00
Seth A. O'Loughlin	15.50	200.00

Previous balance

\$693.60

Amount

AMOUNT DUE

\$5,018.40



Contact Information:
Customer Service & Billing: 1-888-969-4249
Chat: www.wowforbusiness.com/contact-us

Customer Service Hours:
Technical Support (24 hours a day)
Billing Support (Mon-Fri 7:00am to 5:00pm CST)

Account Name WOW - GP - DETROIT
Account Number 020344870
Statement Code 001
Customer Phone (248) 446-8000
Billing Date June 4, 2024

NEWS AND INFORMATION

ACCOUNT SNAPSHOT

Balance Forward \$0.00
New Charges Summary - See Below \$4,304.11
Total Amount Due \$4,304.11
Payment Due Date 06/22/24

NEW CHARGES SUMMARY

WOW! Service Charges \$4,304.11
Total New Charges \$4,304.11

Welcome to WOW! Business. You can reach us at wowway.biz or 1-888-969-4249. Thank you for the opportunity to serve you.

PLEASE NOTE: Payments that are not received by the due date are subject to a \$10.00 Late Fee.



PO BOX 4350
CAROL STREAM, IL 60197-4350

To pay by phone, call 1-888-969-4249.
To pay online, visit wowforbusiness.com.

Please detach and enclose this coupon with your payment.

Do not send cash. Make checks payable to **WOW! Business**.

Account Name **WOW - GP - DETROIT**
Account Number **020344870**
Customer Phone **(248) 446-8000**
Billing Date **June 4, 2024**

Total Amount Due **\$4,304.11**
Payment Due Date **06/22/24**

AMOUNT ENCLOSED..... \$

10 1 AB 0.544
*****AUTO**ALL FOR AADC 480 153211 16 1



010000
WILBURT MCADAMS
FIRE STATION 1
23211 VAN DYKE AVE
WARREN MI 48089-1621

WOW! BUSINESS
PO BOX 4350
CAROL STREAM, IL 60197-4350



00101001001020344870490430411



Account Name WOW - GP - DETROIT
Account Number 020344870
Statement Code 001
Customer Phone (248) 446-8000
Billing Date June 4, 2024

WOW! SERVICE CHARGES

WOW - GP - DETROIT
32650 N AVIS DR
Aid to Construction
MADISON HTS, MI 48071-1544

Table with 2 columns: Description and Amount. Rows include '06/03 Aid To Construction \$4,304.11', '06/03-07/02 2024MI- SE151383 \$0.00', and 'Total WOW! Service Charges \$4,304.11'.

Sign up for automatic payments!

When you enroll in automatic payments, you'll never worry about paying your monthly WOW! bill on time. No stamps. No check writing. No phone calls. No stress. Instead, your bill will be paid automatically using the bank account or credit card of your choice. Checking, credit, debit - whatever works best for you! Sign-up today at wowforbusiness.com and select "My Account". Note: If you haven't registered your WOW! Account, you'll need to do so to enroll in automatic payments. Don't worry - it only takes a few moments!

Electronic Check Conversion

When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to \$30. Returned checks may be represented electronically.

Closed Captioning Concerns: For immediate assistance call 1-888-969-4249 or email wow_techsupport@wowinc.com. For Closed Captioning written complaints: Gary Nilsen, Senior Vice President, 6050 Knology Way, Columbus, GA 31909 or email wow_techsupport@wowinc.com. All other inquiries will go unanswered.

If you are subject to a term agreement, your monthly recurring charge for Internet and phone services will not change during the initial term. Video service prices are subject to change at any time with prior written notice to you. Other charges, including Broadcast TV Fee, Sports Surcharge and equipment rental, are subject to change anytime. If we have agreed to a promotion period or term agreement, service rates and discounts are subject to change after the period or term (e.g., 12 months), as reflected on this billing statement. You can terminate a term agreement at any time, but you may in some situations be required to pay a termination fee.



Engineering Division
Payment Request

Date: May 2, 2024

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

From: Engineering Division

Re: Payment No. 139
Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
Invoice #: 240363
Improvement: Fire Station 5
Activity: Material Testing

Payee: G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Table with 3 columns: Description, This Project (As Needed), Total Contract. Rows include Original Contract Amount, Contract Renewal, Current Amended Contract Amount, Amount this Billing, Previously Approved Work to Date, and Total Work Performed as of 02/23/24.

Total Amount Due this Payment \$ 3,203.33

Chargeable to: 0.00% \$ -

Chargeable to: 494-00000493 100.00% \$ 3,203.33

Prepared By:

Approved for Payment:

Tina G. Gapshe's signature and name, City Engineer

Tom Bommarito's signature and name, Economic Development Director

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 240363
 Invoice Date: February 29, 2024
 Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001	21-146A	230430	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	March 30, 2024		

Quantity	Description	Unit Price	Amount
28.50	Engineering Technician, Regular Hours, each	69.54	1,981.89
4.00	Grout Test Speicmens, each	30.00	120.00
1.00	Sample Pick-Up, per trip	114.00	114.00
1.00	Mortar Proportions Test, each	300.00	300.00
2.00	Project Manager, per hour	165.31	330.62
5.00	Troxler Nuclear Moisture/Density Gauge, each	57.00	285.00
1.00	Administrative Assistant, per hour	71.82	71.82
	Warren Fire Station No. 5, Warren, Michigan - 2/6/24 through 2/23/24		
	Client Contact: Tina Gapshes		

Total Invoice Amount \$ 3,203.33

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



Engineering Division
Payment Request

Date: May 2, 2024

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

From: Engineering Division

Re: Payment No. 141
 Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
 Invoice # 204626
 Improvement: Fire Station 5
 Activity: Material Testing

Payee: **G2 Consulting Group, LLC**
1866 Woodslee Street
Troy, MI 48083

	This Project <u>As Needed</u>	Total Contract
Original Contract Amount (approved 9/16/19)		
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 1,539.07	\$ 1,539.07
Previously Approved Work to Date	\$ 13,512.33	\$ 457,713.78
Total Work Performed as of 03/15/24	\$ 15,051.40	\$ 459,252.85

Total Amount Due this Payment \$ 1,539.07

Chargeable to:	0.00%	\$	-
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Chargeable to:	494-00000493	100.00%	\$	1,539.07
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Prepared By:


 Tina G. Gapshe, P.E.
 City Engineer

Approved for Payment:


 Tom Bommarito
 Economic Development Director

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 240626
 Invoice Date: March 31, 2024
 Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001	CCC Job No. 21-146A	230430	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	April 30, 2024		

Quantity	Description	Unit Price	Amount
6.25	Engineering Technician, Regular Hours, each	69.54	434.63
12.00	Grout Test Specimens, each	30.00	360.00
3.00	Cylinder Pick-Up, per trip	114.00	342.00
2.00	Project Manager, per hour	165.31	330.62
1.00	Administrative Assistant, per hour	71.82	71.82
Warren Fire Station No. 5, Warren, Michigan - Quality Control Observation and Testing Services on 3/1/24 through 3/15/24 Client Contact: Tina Gapshes			

Total Invoice Amount \$ 1,539.07

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



Engineering Division Payment Request

Date: May 2, 2024

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

From: Engineering Division

Re: Payment No. 142
 Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
 Invoice # 240629
 Improvement: Fire Station 1, 23211 Van Dyke
 Activity: Material Testing

Payee: **G2 Consulting Group, LLC**
1866 Woodslee Street
Troy, MI 48083

	This Project	Total Contract
	As Needed	
Original Contract Amount (approved 9/16/19)		
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 2,444.21	\$ 2,444.21
Previously Approved Work to Date	\$ 2,097.17	\$ 459,252.85
Total Work Performed as of 03/11/24	\$ 4,541.38	\$ 461,697.06

Total Amount Due this Payment \$ 2,444.21

Chargeable to:	0.00%	\$	-
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Chargeable to:	494-00000493	100.00%	\$	2,444.21
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Prepared By:


 Tina G. Gapshe, P.E.
 City Engineer

Approved for Payment:


 Tom Bommarito
 Economic Development Director

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 240629
 Invoice Date: March 31, 2024
 Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001		220738	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	April 30, 2024		

Quantity	Description	Unit Price	Amount
16.00	Engineering Technician, Regular Hours, each	69.54	1,112.64
2.00	Staff Engineer, Hand Augers	102.60	205.20
4.00	Project Manager - Conference Calls and Site Observations, per hour	165.31	661.24
1.00	Project Manager - Review, per hour	165.31	165.31
1.00	Administrative Assistant, per hour	71.82	71.82
4.00	Troxler Nuclear Moisture/Density Gauge, each	57.00	228.00
	Warren Fire Station No. 1, Warren, Michigan - Quality Control Observation and Testing Services on 3/4/24 through 3/11/24 Client Contact: Tina Gapshes		

Total Invoice Amount \$ 2,444.21

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



Engineering Division
Payment Request

Date: May 2, 2024

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

Re: Payment No. 5
 Contract: Professional Engineering Services RFP-W-0592
 Invoice # 121190
 Improvement: 5275 5295 Chicago Property Evaluation
Study Workscope approved 2/21/24

Payee: Nowak & Fraus Engineers
 46777 Woodward Avenue
 Pontiac, MI 48342

	<u>This Project</u>	<u>Total Contract</u>
Original Contract Amount (approved 10/23/13)	\$ 8,500.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 1,301.68	\$ 1,301.68
Previously Approved Work to Date	\$ -	\$ 37,717.87
Total Work Performed as of: 02/25/24	\$ 1,301.68	\$ 39,019.55

Total Amount Due this Payment \$ 1,301.68


Chargeable to:	DDA	100.00%	\$	1,301.68
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Chargeable to:		0.00%	\$	-
----------------	--	-------	----	---

Prepared By:


 Tina G. Gapshes, P.E.
 City Engineer

Approved for Payment:


 Tom Bommarito

cc: Payee



Nowak & Fraus Engineers
 46777 Woodward Avenue, Pontiac, MI 48342
 Phone: 248.332.7931 Fax: 248.332.8257
 Federal ID No. 38-3211085

INVOICE

City of Warren
 Tina G. Gapshes, P.E.
 Engineering Division
 One City Square, Suite 300
 Warren, MI 48093

Invoice Number: 121190
 Date: 03/18/2024
 Project Manager: Carol P. Thurber
 Project: N999 5295 AND 5275 CHICAGO ROAD
 PARCELS - WARREN, MI

For professional services through February 25, 2024

<u>Description of Services</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Prior Billed</u>	<u>Current Billed</u>
Parcel Split - Parcel 13-05-252-010 (5295 Chicago Road)	5,100.00	10.00	0.00	510.00
Parcel Split - Parcel 13-05-252-009 (5275 Chicago Road)	3,200.00	10.00	0.00	320.00
Total	8,300.00		0.00	830.00

Bridge Feasibility Study

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal	2.75	171.52	471.68
Invoice total			1,301.68

Aging Summary

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Outstanding</u>	<u>Current</u>	<u>Over 30</u>	<u>Over 60</u>	<u>Over 90</u>	<u>Over 120</u>
121190	03/18/2024	1,301.68	1,301.68				
Total		1,301.68	1,301.68	0.00	0.00	0.00	0.00

Email Invoice:
 rgayta@cityofwarren.org
 tgapshes@cityofwarren.org

ANY CLAIMS OR ERRORS OR DISCREPANCIES ON THE BILLINGS MUST BE SUBMITTED TO OUR OFFICE IN WRITING WITHIN 30 DAYS OF RECEIVING THIS INVOICE. OTHERWISE ALL SUCH OBJECTIONS ARE DEEMED WAIVED AND THE ACCOUNT WILL BECOME STATED. AMOUNT DUE IS PAYABLE UPON RECEIPT OF INVOICE. PLEASE MAKE CHECK PAYABLE TO NOWAK & FRAUS, PLLC. ANY QUESTIONS PLEASE CONTACT



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

February 5, 2024

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, MI 48093-2390

Re: 5295 Chicago Road (Parcel 13-05-252-010)
5275 Chicago Road (Parcel 13-05-252-009)
Warren Community Center

Dear Mrs. Gapshes:

Nowak & Fraus Engineers (NFE) appreciates the opportunity to provide professional engineering and surveying services for the above referenced project.

Understanding of the Project:

The parcels located at 5295 Chicago Road and 5275 Chicago Road are approximately 450 feet of average depth, and a portion of each property extends to the north side of the Red Run Drain. The City of Warren is considering the purchase of the property at 5295 Chicago Road to provide access to the Warren Community Center from Chicago Road. The access would require the construction of a pedestrian bridge over the Red Run Drain, which is encumbered by 100-year floodplain (Zone AE). Additionally, the City intends to split each of the two parcels so that the area north of the Red Run Drain will be owned by the City of Warren to be used as part of the Community Center property.

Further information is as follows:

Parcel 13-05-252-010 is an L-shaped parcel that is approximately 2.66 acres. According to Macomb County GIS, approximately 2.15 acres of the parcel is encumbered by 100-year flood plain, and an approximate 165-foot wide floodway. The northern arm of the parcel is north of the southern bank of the Red Run Drain.

Parcel 13-05-252-009 is an approximately 1.395-acre parcel that is generally rectangular in shape. According to Macomb County GIS, approximately 1.18 acres of the parcel is encumbered by 100-year flood plain, and an approximate 165-foot wide floodway.

At a minimum, the City desires to perform a parcel split on each parcel north of the southern line of the Red Run Drain, consistent with the remaining southern property line of the Warren Community Center.

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NOWAKFRAUS.COM

PHONE: 586.739.0939

Scope of Services:

Community Center Access Feasibility:

NFE will review available information and research the feasibility of the construction of a pedestrian bridge spanning the Red Run Drain. NFE will contact the Macomb County Public Works Office (MCPWO), the Michigan Department of Environment, Great Lakes and Energy (EGLE) to discuss the potential feasibility of construction of a pedestrian bridge. Once potential feasibility can be determined, NFE will develop a concept plan for access to the parcel from Chicago Road, with a pedestrian path extending north to meet the existing path on the Community Center property and prepare an opinion of probable cost. NFE will prepare our findings in a report for review by the City of Warren. If requested, NFE will assist the City of Warren with the preparation of a Transportation Alternatives Program (TAP) application for funding. Our fee does not include the preparation of a topographic survey to confirm flood plain location or hydraulic analysis of the Red Run Drain.

Fee:

NFE proposes to prepare our findings in a report on a time and materials basis according to the Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9). We estimate the analysis services to be accomplished for a fee not to exceed **\$8,500**.

Parcel Split: Parcel 13-05-252-010 (5295 Chicago Road)

NFE will complete the necessary field work to prepare an Act 132 survey and the necessary exhibit drawings for Parcel Split. The City of Warren will provide necessary Title Work.

Fee: Lump Sum \$5,100

Parcel Split: Parcel 13-05-252-009 (5275 Chicago Road)

NFE will complete the necessary field work to prepare an Act 132 survey and the necessary exhibit drawings for Parcel Split. The City of Warren will provide necessary Title Work.

Fee: Lump Sum \$3,200

ACCEPTANCE & AUTHORIZATION TO PROCEED:


Do not hesitate to contact us if you have any questions regarding this Proposal. Otherwise, please return a signed and dated copy of this Proposal to us which shall suffice as our authorization to proceed with the work.

Tina G. Gapshes, PE
February 5, 2024
RE: Chicago Road Parcels / Community Center
Page 3 of 3

Thank you for choosing Nowak & Fraus Engineers.

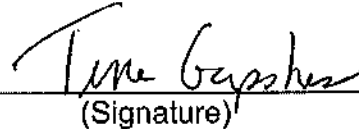
Sincerely,

Nowak & Fraus Engineers



Carol P. Thurber, PE, CFM
Principal
Dated: 2/5/2024

Accepted and Approved By:



(Signature)

Tina G. Gapshes, PE, City Engineer

2-21-24

(Date)

Cc: Tom Bommarito, Director, Department of Community, Economic and Downtown Development
Tiffany Nawrocki, Department of Community, Economic and Downtown Development

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NOWAKFRAUS.COM

VOICE: 586.739.0939

COMPREHENSIVE HOURLY RATE TABLE

6% INCREASE EVERY TWO YEARS STARTING IN NOVEMBER OF 2024

LINE ITEM	EMPLOYEE CLASSIFICATION	INITIAL 2023 HOURLY RATES	NOVEMBER 8, 2024 - NOVEMBER 7, 2026	NOVEMBER 8, 2026 - NOVEMBER 7, 2028	NOVEMBER 8, 2028 - NOVEMBER 7, 2030	NOVEMBER 8, 2030 - NOVEMBER 7, 2032	NOVEMBER 8, 2032 - NOVEMBER 7, 2033
1	FIRM PRINCIPAL	\$171.52	\$ 181.81	\$ 192.72	\$ 204.28	\$ 216.54	\$ 229.53
2	SENIOR LICENSED ARCHITECT/ENGINEER/SURVEYOR (PROJECT MANAGER)	\$152.00	\$ 161.12	\$ 170.79	\$ 181.03	\$ 191.90	\$ 203.41
3	LICENSED ARCHITECT/ENGINEER/SURVEYOR	\$120.55	\$ 127.78	\$ 135.45	\$ 143.58	\$ 152.19	\$ 161.32
4	GRADUATE ARCHITECT/ENGINEER/SURVEYOR	\$93.15	\$ 98.74	\$ 104.66	\$ 110.94	\$ 117.60	\$ 124.66
5	ARCHITECT/ENGINEER/SURVEYOR AIDE (DESIGNER)	\$93.15	\$ 98.74	\$ 104.66	\$ 110.94	\$ 117.60	\$ 124.66
6	DRAFTSPERSON	\$76.71	\$ 81.31	\$ 86.19	\$ 91.36	\$ 96.84	\$ 102.66
7	CLERICAL	\$42.74	\$ 45.30	\$ 48.02	\$ 50.90	\$ 53.96	\$ 57.20
8	1 - PERSON SURVEY CREW (show per-crew rate)	\$93.15	\$ 98.74	\$ 104.66	\$ 110.94	\$ 117.60	\$ 124.66
9	2 - PERSON SURVEY CREW (show per-crew rate)	\$164.39	\$ 174.25	\$ 184.71	\$ 195.79	\$ 207.54	\$ 219.99
10	3 - PERSON SURVEY CREW (show per-crew rate)	\$210.41	\$ 223.03	\$ 236.42	\$ 250.60	\$ 265.64	\$ 281.58
11	CONSTRUCTION SUPERVISOR	\$98.63	\$ 104.55	\$ 110.82	\$ 117.47	\$ 124.52	\$ 131.99
12	CONSTRUCTION OBSERVER	\$65.75	\$ 69.70	\$ 73.88	\$ 78.31	\$ 83.01	\$ 87.99
13	Pass-through reimbursable rates as a percentage (%) for outside services passing through the Engineer's books.	8%	8%	8%	8%	8%	8%



Engineering Division
Payment Request

Date: May 2, 2024

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

Re: Payment No. 7
Contract: Professional Engineering Services RFP-W-0592
Invoice # 121524
Improvement: 5275 5295 Chicago Property Evaluation
Study Worksopce approved 2/21/24

Payee: Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342

Table with 3 columns: Description, This Project, Total Contract. Rows include Original Contract Amount, Amount this Billing, Previously Approved Work to Date, and Total Work Performed as of 03/31/24.

Total Amount Due this Payment \$ 7,984.56

Chargeable to: DDA 100.00% \$ 7,984.56

Chargeable to: 0.00% \$ -

Prepared By:

Approved for Payment:

Tina G. Gapshes, P.E.
City Engineer

Signature of Tom Bommarito
Tom Bommarito

cc: Payee



Nowak & Fraus Engineers
 46777 Woodward Avenue, Pontiac, MI 48342
 Phone: 248.332.7931 Fax: 248.332.8257
 Federal ID No. 38-3211085

INVOICE

City of Warren
 Tina G. Gapshes, P.E.
 Engineering Division
 One City Square, Suite 300
 Warren, MI 48093

Invoice Number: 121524
 Date: 04/19/2024
 Project Manager: Carol P. Thurber
 Project: N999 5295 AND 5275 CHICAGO ROAD
 PARCELS - WARREN, MI

For professional services through March 31, 2024

Description of Services	Contract Amount	Percent Complete	Prior Billed	Current Billed
Parcel Split - Parcel 13-05-252-010 (5295 Chicago Road)	5,100.00	100.00	510.00	4,590.00
Parcel Split - Parcel 13-05-252-009 (5275 Chicago Road)	3,200.00	100.00	320.00	2,880.00
Total	8,300.00		830.00	7,470.00

Bridge Feasibility Study

Progress

Principal	Hours	Rate	Billed Amount
Principal	3.00	171.52	514.56
Invoice total			7,984.56

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121190	03/18/2024	1,301.68		1,301.68			
121524	04/19/2024	7,984.56	7,984.56				
Total		9,286.24	7,984.56	1,301.68	0.00	0.00	0.00

Email Invoice:
 rgrayta@cityofwarren.org
 tgapshes@cityofwarren.org

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 12 PAGES

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

FROM: BRIVAR Construction Company
9325 Maltby Road
Brighton, MI 48116

PROJECT: Fire Station No. 1
Fire Station No. 5

APPLICATION NO: 007REV **2**

PERIOD TO: 3/31/2024

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:

OWNER

CONSTRUCTION
MANAGER

ARCHITECT

CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	16,446,478.55
2. Net change by Change Orders	\$	67,962.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,514,440.79
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,473,790.15
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	236,176.72
b. 10 % of Stored Material (Column F on G703)	\$	11,202.30
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	247,379.02
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,226,411.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,566,331.10
8. CURRENT PAYMENT DUE	\$	660,080.03
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	14,288,029.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner: OCOR001	\$67,962.24	
Total approved this Month:		
TOTALS	\$67,962.24	\$0.00
NET CHANGES by Change Order	\$67,962.24	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


CONTRACTOR:

By:  Date: 5/16/24

State of: Michigan County of: Livingston
Subscribed and sworn to before me this 16 day of May, 2024
Notary Public:
My Commission expires: 11/20/2028

MARY BETH FUSON
Notary Public, State of Michigan

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and  comprising this application, the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **660,080.03**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PARTNERS in Architecture, PLC

By:  Michael A. Malone Date: 5/16/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet - Fire Station No. 1

PAGE 2 OF 12 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007REV

APPLICATION DATE: 5/16/2024

PERIOD TO: 3/31/2024

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1A	DEMOLITION/REMOVALS LABOR	\$22,900.00	\$22,900.00			\$22,900.00	100%	\$0.00	\$2,290.00
1B	DEMOLITION/REMOVALS MATERIAL	\$4,800.00	\$4,800.00			\$4,800.00	100%	\$0.00	\$480.00
2A	SITE EARTHWORK/UTILITIES LABOR	\$159,000.00	\$50,000.00	\$69,250.00		\$119,250.00	75%	\$39,750.00	\$11,925.00
2B	SITE EARTHWORK/UTILITIES MATERIAL	\$451,000.00	\$157,000.00	\$65,100.00		\$222,100.00	49%	\$228,900.00	\$22,210.00
3A	ASPHALT PAVING/BASE LABOR	\$13,500.00	\$0.00			\$0.00	0%	\$13,500.00	\$0.00
3B	ASPHALT PAVING/BASE MATERIAL					\$0.00	#####	\$0.00	\$0.00
4A	FENCING LABOR	\$80,230.00	\$0.00			\$0.00	0%	\$80,230.00	\$0.00
4B	FENCING MATERIAL					\$0.00	#####	\$0.00	\$0.00
5A	LANDSCAPE LABOR	\$70,400.00	\$0.00			\$0.00	0%	\$70,400.00	\$0.00
5B	LANSCAPE MATERIAL					\$0.00	#####	\$0.00	\$0.00
6A	FOUNDATIONS LABOR	\$35,757.00	\$0.00			\$0.00	0%	\$35,757.00	\$0.00
6B	FOUNDATIONS MATERIAL	\$85,000.00				\$0.00	0%	\$85,000.00	\$0.00
7A	CONCRETE/FLATWORK LABOR	\$347,426.00	\$0.00			\$0.00	0%	\$347,426.00	\$0.00
7B	CONCRETE/FLATWORK MATERIAL					\$0.00	#####	\$0.00	\$0.00
8A	PRECAST/TILT-UP LABOR	\$15,000.00	\$0.00			\$0.00	0%	\$15,000.00	\$0.00
8B	PRECAST/TILT-UP MATERIAL	\$34,150.00	\$0.00		\$12,100.00	\$12,100.00	35%	\$22,050.00	\$1,210.00
9A	MASONRY LABOR	\$664,800.00	\$0.00			\$0.00	0%	\$664,800.00	\$0.00
9B	MASONRY MATERIAL	\$959,585.00				\$0.00	0%	\$959,585.00	\$0.00
SUBTOTAL THIS SHEET		\$2,943,548.00	\$234,700.00	\$134,350.00	\$12,100.00	\$381,150.00	13%	\$2,562,398.00	\$38,115.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 1

PAGE 3 OF 12 PAGES

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APPLICATION NO: 007REV

APPLICATION DATE: 5/16/2024

PERIOD TO: 3/31/2024

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
10A	STRUCTURAL STEEL LABOR	\$110,500.00	\$18,600.00			\$18,600.00	17%	\$91,900.00	\$1,860.00
10B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$30,000.00			\$30,000.00	12%	\$223,500.00	\$3,000.00
11A	CARPENTRY LABOR	\$236,000.00	\$0.00			\$0.00	0%	\$236,000.00	\$0.00
11B	CARPENTRY MATERIAL					\$0.00	#####	\$0.00	\$0.00
12A	MILLWORK LABOR	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00
12B	MILLWORK MATERIAL					\$0.00	#####	\$0.00	\$0.00
13A	WATERPROOFING/JOINT SEALANTS LABOR	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00
13B	WATERPROOFING/JOINT SEALANTS LABOR					\$0.00	#####	\$0.00	\$0.00
14A	ROOFING/METAL PANELS LABOR	\$334,500.00	\$0.00			\$0.00	0%	\$334,500.00	\$0.00
14B	ROOFING/METAL PANELS MATERIAL					\$0.00	#####	\$0.00	\$0.00
15A	DOORS, FRAMES & HARDWARE MATERIAL	\$129,270.00	\$0.00			\$0.00	0%	\$129,270.00	\$0.00
16A	OVERHEAD DOORS LABOR	\$103,245.00	\$0.00			\$0.00	0%	\$103,245.00	\$0.00
16B	OVERHEAD DOORS MATERIAL	\$76,025.00				\$0.00	0%	\$76,025.00	\$0.00
17A	GLASS & GLAZING LABOR	\$143,000.00	\$0.00			\$0.00	0%	\$143,000.00	\$0.00
17B	GLASS & GLAZING MATERIAL					\$0.00	#####	\$0.00	\$0.00
18A	FLOOR COVERING LABOR	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00
18B	FLOOR COVERING MATERIAL					\$0.00	#####	\$0.00	\$0.00
SUBTOTAL THIS SHEET		\$1,709,863.00	\$48,600.00	\$0.00	\$0.00	\$48,600.00	3%	\$1,661,263.00	\$4,860.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 1

PAGE 4 OF 12 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007REV
 APPLICATION DATE: 5/16/2024
 PERIOD TO: 3/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
19A	PAINTING/CAULKING LABOR	\$55,000.00	\$0.00			\$0.00	0%	\$55,000.00	\$0.00
19B	PAINTING/CAULKING MATERIAL					\$0.00	#####	\$0.00	\$0.00
20A	FIRE EXTINGUISHERS LABOR	\$2,850.00	\$0.00			\$0.00	0%	\$2,850.00	\$0.00
20B	FIRE EXTINGUISHERS MATERIAL					\$0.00	#####	\$0.00	\$0.00
21A	TOILET PARTITIONS & ACCESSORIES LABOR	\$35,340.00	\$0.00			\$0.00	0%	\$35,340.00	\$0.00
21B	TOILET PARTITIONS & ACCESSORIES MATERIAL					\$0.00	#####	\$0.00	\$0.00
22A	APPLIANCES MATERIAL	\$59,642.00	\$5,607.50			\$5,607.50	9%	\$54,034.50	\$560.75
22B	APPLIANCES LABOR	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
23A	FIRE SUPPRESSION LABOR	\$50,000.00	\$4,200.00	\$2,450.00		\$6,650.00	13%	\$43,350.00	\$665.00
23B	FIRE SUPPRESSION MATERIAL	\$28,200.00	\$0.00			\$0.00	0%	\$28,200.00	\$0.00
24A	CONVEYANCE SYSTEMS LABOR	\$20,627.00	\$0.00			\$0.00	0%	\$20,627.00	\$0.00
24B	CONVEYANCE SYSTEMS MATERIAL					\$0.00	#####	\$0.00	\$0.00
25A	PLUMBING & COMPRESSED AIR LABOR	\$515,835.00	\$0.00			\$0.00	0%	\$515,835.00	\$0.00
25B	PLUMBING & COMPRESSED AIR MATERIAL					\$0.00	#####	\$0.00	\$0.00
26A	HVAC LABOR	\$304,495.00				\$0.00	0%	\$304,495.00	\$0.00
26B	HVAC MATERIAL	\$637,205.00	\$154,190.47			\$154,190.47	24%	\$483,014.53	\$15,419.05
27A	ELECTRICAL LABOR	\$28,820.00	\$0.00			\$0.00	0%	\$28,820.00	\$0.00
27B	ELECTRICAL MATERIAL	\$713,139.00	\$0.00	\$14,555.00	\$24,255.00	\$38,810.00	5%	\$674,329.00	\$3,881.00
27C	ELECTRICAL GENERATOR	\$163,322.00	\$0.00			\$0.00	0%	\$163,322.00	\$0.00
	SUBTOTAL THIS SHEET	\$2,619,475.00	\$163,997.97	\$17,005.00	\$24,255.00	\$205,257.97	8%	\$2,414,217.03	\$20,525.80

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Continuation Sheet - Fire Station No. 1

PAGE 5 OF 12 PAGES

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 APPLICATION DATE: 5/16/2024
 PERIOD TO: 3/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
28A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00			\$0.00	0%	\$43,810.00	\$0.00
28B	LOW VOLTAGE MATERIAL					\$0.00	#####	\$0.00	\$0.00
29A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	0%	\$14,250.00	\$0.00
29B	FLAGPOLES MATERIAL					\$0.00	#####	\$0.00	\$0.00
30	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
31	STAKING	\$18,600.00	\$1,362.50			\$1,362.50	7%	\$17,237.50	\$136.25
32A	SIGNAGE LABOR	\$16,375.00	\$0.00			\$0.00	0%	\$16,375.00	\$0.00
32B	SIGNAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
33A	WINDOW TREATMENTS LABOR	\$4,369.00	\$0.00			\$0.00	0%	\$4,369.00	\$0.00
34	OWNER ALLOWANCE - \$51,916.00	\$43,933.90	\$0.00			\$0.00	0%	\$43,933.90	\$0.00
34A	OCOR 008 - Gates	\$4,406.13	\$0.00			\$0.00	0%	\$4,406.13	\$0.00
34B	OCOR 016 - Pre-Cast Plates	\$605.00	\$0.00			\$0.00	0%	\$605.00	\$0.00
34C	OCOR 017 - Millwork Handle	\$1,259.28	\$0.00			\$0.00	0%	\$1,259.28	\$0.00
34D	OCOR 019 - Added Millwork Depth	\$1,711.69	\$0.00			\$0.00	0%	\$1,711.69	\$0.00
35	ALLOWANCE #1 - \$11,287.50	\$11,287.50	\$0.00			\$0.00	0%	\$11,287.50	\$0.00
36	ALLOWANCE #2 - \$8,850.00	\$8,850.00	\$0.00			\$0.00	0%	\$8,850.00	\$0.00
SUBTOTAL THIS SHEET		\$174,457.50	\$1,362.50	\$0.00	\$0.00	\$1,362.50	1%	\$173,095.00	\$136.25

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Continuation Sheet - Fire Station No. 1

PAGE 5 OF 12 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 007REV

APPLICATION DATE: 5/16/2024

PERIOD TO: 3/31/2024

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
37	GENERAL CONDITIONS	\$31,175.00	\$6,900.00	\$2,300.00		\$9,200.00	30%	\$21,975.00	\$920.00
38	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$148,266.50	\$33,000.00	\$11,000.00		\$44,000.00	30%	\$104,266.50	\$4,400.00
39	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
40	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
41	WEATHER CONDITIONS - \$60,000.00 <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00			\$0.00	0%	\$60,000.00	\$0.00
42	OVERHEAD	\$174,484.00	\$46,500.00	\$15,500.00		\$62,000.00	36%	\$112,484.00	\$6,200.00
43	FEE	\$305,857.00	\$25,150.00	\$5,500.00		\$30,650.00	10%	\$275,207.00	\$3,065.00
44						\$0.00	#####	\$0.00	\$0.00
45						\$0.00	#####	\$0.00	\$0.00
46						\$0.00	#####	\$0.00	\$0.00
47						\$0.00	#####	\$0.00	\$0.00
48						\$0.00	#####	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$792,090.00	\$183,857.50	\$34,300.00	\$0.00	\$218,157.50	\$0.28	\$573,932.50	\$21,815.75
	SUBTOTAL FIRE STATION 1	\$8,239,433.50	\$632,517.97	\$185,655.00	\$36,355.00	\$854,527.97	10%	\$7,384,905.53	\$85,452.80

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Continuation Sheet - Fire Station No. 5

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APPLICATION DATE: 5/16/2024

PERIOD TO: 3/31/2024

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
51A	DEMOLITION/REMOVALS LABOR	\$29,500.00	\$29,500.00			\$29,500.00	100%	\$0.00	\$2,950.00
51B	DEMOLITION/REMOVALS MATERIAL	\$20,000.00	\$20,000.00			\$20,000.00	100%	\$0.00	\$2,000.00
52A	SITE EARTHWORK/UTILITIES LABOR	\$190,000.00	\$140,165.00			\$140,165.00	74%	\$49,835.00	\$14,016.50
52B	SITE EARTHWORK/UTILITIES MATERIAL	\$430,632.00	\$224,080.00			\$224,080.00	52%	\$206,552.00	\$22,408.00
53A	ASPHALT PAVING/BASE LABOR	\$19,580.00	\$0.00			\$0.00	0%	\$19,580.00	\$0.00
53B	ASPHALT PAVING/BASE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
54A	FENCING LABOR	\$88,057.00	\$0.00			\$0.00	0%	\$88,057.00	\$0.00
54B	FENCING MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
55A	LANDSCAPE LABOR	\$64,370.00	\$0.00			\$0.00	0%	\$64,370.00	\$0.00
55B	LANSCAPE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
56A	FOUNDATIONS LABOR	\$30,504.00	\$30,504.00			\$30,504.00	100%	\$0.00	\$3,050.40
56B	FOUNDATIONS MATERIAL	\$57,025.00	\$57,025.00			\$57,025.00	100%	\$0.00	\$5,702.50
57A	CONCRETE/FLATWORK LABOR	\$352,282.00	\$0.00			\$0.00	0%	\$352,282.00	\$0.00
57B	CONCRETE/FLATWORK MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
58A	PRECAST/TILT-UP LABOR	\$15,000.00	\$0.00			\$0.00	0%	\$15,000.00	\$0.00
58B	PRECAST/TILT-UP MATERIAL	\$34,150.00	\$0.00		\$22,950.00	\$22,950.00	67%	\$11,200.00	\$2,295.00
59A	MASONRY LABOR	\$681,000.00	\$3,000.00	\$194,200.30		\$197,200.30	29%	\$483,799.70	\$19,720.03
59B	MASONRY MATERIAL	\$881,000.00	\$26,549.50	\$103,770.20		\$130,319.70	15%	\$750,680.30	\$13,031.97
SUBTOTAL THIS SHEET		\$2,893,100.00	\$530,823.50	\$297,970.50	\$22,950.00	\$851,744.00	29%	\$2,041,356.00	\$85,174.40

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Continuation Sheet - Fire Station No. 5

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APPLICATION DATE: 5/16/2024

PERIOD TO: 3/31/2024

ARCHITECT'S PROJECT NO:

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
60A	STRUCTURAL STEEL LABOR	\$110,500.00	\$18,600.00			\$18,600.00	17%	\$91,900.00	\$1,860.00
60B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$30,000.00			\$30,000.00	12%	\$223,500.00	\$3,000.00
61A	CARPENTRY LABOR	\$210,500.00	\$0.00			\$0.00	0%	\$210,500.00	\$0.00
61B	CARPENTRY MATERIAL					\$0.00	#####	\$0.00	\$0.00
62A	MILLWORK LABOR	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00
62B	MILLWORK MATERIAL					\$0.00	#####	\$0.00	\$0.00
63A	WATERPROOFING/JOINT SEALANTS LABOR	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00
63B	WATERPROOFING/JOINT SEALANTS MATERIAL					\$0.00	#####	\$0.00	\$0.00
64A	ROOFING/METAL PANELS LABOR	\$308,300.00	\$0.00			\$0.00	0%	\$308,300.00	\$0.00
64B	ROOFING/METAL PANELS MATERIAL					\$0.00	#####	\$0.00	\$0.00
65A	DOORS, FRAMES & HARDWARE MATERIAL	\$129,270.00	\$7,761.00			\$7,761.00	6%	\$121,509.00	\$776.10
66A	OVERHEAD DOORS LABOR	\$103,245.00	\$0.00			\$0.00	0%	\$103,245.00	\$0.00
66B	OVERHEAD DOORS MATERIAL	\$76,025.00	\$0.00			\$0.00	0%	\$76,025.00	\$0.00
67A	GLASS & GLAZING LABOR	\$143,000.00	\$0.00			\$0.00	0%	\$143,000.00	\$0.00
67B	GLASS & GLAZING MATERIAL					\$0.00	#####	\$0.00	\$0.00
68A	FLOOR COVERING LABOR	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00
68B	FLOOR COVERING MATERIAL					\$0.00	#####	\$0.00	\$0.00
SUBTOTAL THIS SHEET		\$1,658,163.00	\$56,361.00	\$0.00	\$0.00	\$56,361.00	3%	\$1,601,802.00	\$5,636.10

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Continuation Sheet - Fire Station No. 5

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: 007REV
 APPLICATION DATE: 5/16/2024
 PERIOD TO: 3/31/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
69A	PAINTING/CAULKING LABOR	\$55,000.00	\$0.00			\$0.00	0%	\$55,000.00	\$0.00
69B	PAINTING/CAULKING MATERIAL					\$0.00	#####	\$0.00	\$0.00
70A	FIRE EXTINGUISHERS LABOR	\$2,850.00	\$0.00			\$0.00	0%	\$2,850.00	\$0.00
70B	FIRE EXTINGUISHERS MATERIAL					\$0.00	#####	\$0.00	\$0.00
71A	TOILET PARTITIONS & ACCESSORIES LABOR	\$35,340.00	\$0.00			\$0.00	0%	\$35,340.00	\$0.00
71B	TOILET PARTITIONS & ACCESSORIES MATERIAL					\$0.00	#####	\$0.00	\$0.00
72A	APPLIANCES MATERIAL	\$59,642.00	\$5,607.50			\$5,607.50	9%	\$54,034.50	\$560.75
72B	APPLIANCES LABOR	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
73A	FIRE SUPPRESSION LABOR	\$50,000.00	\$2,100.00	\$4,550.00		\$6,650.00	13%	\$43,350.00	\$665.00
73B	FIRE SUPPRESSION MATERIAL	\$28,200.00	\$0.00			\$0.00	0%	\$28,200.00	\$0.00
74A	CONVEYANCE SYSTEMS LABOR	\$20,627.00	\$0.00			\$0.00	0%	\$20,627.00	\$0.00
74B	CONVEYANCE SYSTEMS MATERIAL					\$0.00	#####	\$0.00	\$0.00
75A	PLUMBING & COMPRESSED AIR LABOR	\$515,835.00	\$0.00	\$15,348.40		\$15,348.40	3%	\$500,486.60	\$1,534.84
75B	PLUMBING & COMPRESSED AIR MATERIAL					\$0.00	#####	\$0.00	\$0.00
76A	HVAC LABOR	\$304,495.00				\$0.00	0%	\$304,495.00	\$0.00
76B	HVAC MATERIAL	\$637,205.00	\$154,190.47			\$154,190.47	24%	\$483,014.53	\$15,419.05
77A	ELECTRICAL LABOR	\$24,120.00	\$0.00			\$0.00	0%	\$24,120.00	\$0.00
77B	ELECTRICAL MATERIAL	\$659,009.00	\$0.00	\$27,681.20	\$23,320.00	\$51,001.20	8%	\$608,007.80	\$5,100.12
77C	ELECTRICAL GENERATOR	\$163,322.00	\$0.00		\$29,397.96	\$29,397.96	18%	\$133,924.04	\$2,939.80
	SUBTOTAL THIS SHEET	\$2,560,645.00	\$161,897.97	\$47,579.60	\$52,717.96	\$262,195.53	10%	\$2,298,449.47	\$26,219.56

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
78A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00			\$0.00	0%	\$43,810.00	\$0.00
78B	LOW VOLTAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	0%	\$14,250.00	\$0.00
79B	FLAGPOLES MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00			\$0.00	0%	\$5,000.00	\$0.00
81	STAKING	\$18,600.00	\$8,252.50			\$8,252.50	44%	\$10,347.50	\$825.25
82A	SIGNAGE LABOR	\$16,375.00	\$0.00			\$0.00	0%	\$16,375.00	\$0.00
82B	SIGNAGE MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
83	WINDOW TREATMENTS	\$4,369.00	\$0.00			\$0.00	0%	\$4,369.00	\$0.00
84	OWNER ALLOWANCE - \$51,916.00	\$31,457.67	\$0.00			\$0.00	0%	\$31,457.67	\$0.00
84A	OCOR05 - Site Debris/Bridge Over Footing	\$4,033.92	\$0.00	\$4,033.92		\$4,033.92	100%	\$0.00	\$403.39
84B	OCOR08 - Gates	\$4,406.12	\$0.00			\$0.00	0%	\$4,406.12	\$0.00
84C	OCOR09 - Temp Road	\$417.68	\$0.00	\$417.68		\$417.68	100%	\$0.00	\$41.77
84D	OCOR16 - PreCast Plates	\$605.00	\$0.00			\$0.00	0%	\$605.00	\$0.00
84E	OCOR17 - Millwork Handle	\$1,259.28	\$0.00			\$0.00	0%	\$1,259.28	\$0.00
84F	OCOR19 - Added Millwork Depth	\$1,711.69	\$0.00			\$0.00	0%	\$1,711.69	\$0.00
84G	OCOR20 - U/G Comm. Conduit	\$8,024.64	\$0.00			\$0.00	0%	\$8,024.64	\$0.00
SUBTOTAL THIS SHEET		\$154,320.00	\$8,252.50	\$4,451.60	\$0.00	\$12,704.10	8%	\$141,615.90	\$1,270.41

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Continuation Sheet

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
85	ALLOWANCE #1 - \$11,287.50	\$0.00				\$0.00	#####	\$0.00	\$0.00
85A	OCOR06 - Foundation Undercuts	\$11,287.50	\$0.00	\$11,287.50		\$11,287.50	100%	\$0.00	\$1,128.75
86	ALLOWANCE #2 - \$8,850.00	\$3,195.00				\$0.00	0%	\$3,195.00	\$0.00
86A	OCOR06 - Foundation Undercuts	\$5,655.00	\$0.00	\$5,655.00		\$5,655.00	100%	\$0.00	\$565.50
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$0.00			\$0.00	0%	\$22,163.55	\$0.00
87B	CONCRETE RETAINING WALL MATERIAL		\$0.00			\$0.00	#####	\$0.00	\$0.00
88	GENERAL CONDITIONS	\$38,175.00	\$14,000.00	\$2,800.00		\$16,800.00	44%	\$21,375.00	\$1,680.00
89	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$181,266.50	\$65,000.00	\$13,000.00		\$78,000.00	43%	\$103,266.50	\$7,800.00
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
92	WEATHER CONDITIONS - \$60,000.00	\$0.00	\$0.00			\$0.00	#####	\$0.00	\$0.00
92A	OCOR02 - Foundation Depth	\$35,254.69	\$0.00			\$0.00	0%	\$35,254.69	\$0.00
92B	OCOR04 - Concrete Mix, Blankets	\$6,586.56	\$7,245.21	(\$658.65)		\$6,586.56	100%	\$0.00	\$658.66
92C	OCOR09 - Temp Road	\$18,158.75	\$0.00	\$18,158.75		\$18,158.75	100%	\$0.00	\$1,815.88
93	OVERHEAD	\$214,484.00	\$77,500.00	\$15,500.00		\$93,000.00	43%	\$121,484.00	\$9,300.00
94	FEE	\$332,283.00	\$46,500.00	\$20,000.00		\$66,500.00	20%	\$265,783.00	\$6,650.00
SUBTOTAL THIS SHEET		\$940,817.05	\$282,552.71	\$85,742.60	\$0.00	\$388,295.31	39%	\$572,521.74	\$36,829.54

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Continuation Sheet - Fire Station No. 5

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			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
95	Change Order 001 Subsoil conditions	\$67,962.24	\$67,962.24			\$67,962.24	100%	\$0.00	\$6,796.22
96						\$0.00	#####	\$0.00	\$0.00
97						\$0.00	#####	\$0.00	\$0.00
98						\$0.00	#####	\$0.00	\$0.00
99						\$0.00	#####	\$0.00	\$0.00
100						\$0.00	#####	\$0.00	\$0.00
101						\$0.00	#####	\$0.00	\$0.00
102						\$0.00	#####	\$0.00	\$0.00
103						\$0.00	#####	\$0.00	\$0.00
104						\$0.00	#####	\$0.00	\$0.00
105						\$0.00	#####	\$0.00	\$0.00
SUBTOTAL THIS SHEET		\$67,962.24	\$67,962.24	\$0.00	\$0.00	\$67,962.24	100%	\$0.00	\$6,796.22
SUBTOTAL FIRE STATION 5		\$8,275,007.29	\$1,107,849.92	\$435,744.30	\$75,667.96	\$1,619,262.18	20%	\$6,655,745.11	\$161,926.23
GRAND TOTALS		\$16,514,440.79	\$1,740,367.89	\$621,399.30	\$112,022.96	\$2,473,790.15	15%	\$14,040,650.64	\$247,379.03

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

SWORN STATEMENT

State of Michigan)
)SS
 County of Livingston)

Date: 5/16/2024

Anthony Goins (deponent), being sworn, states the

following: Brivar Construction Company is the (contractor)

(subcontractor) for an improvement to the following described real property

in Macomb County, Michigan, described as follows:

Warren Fire Station No. 1 - 23345 Van Dyke Avenue Warren, MI 48089
Warren Fire Station No. 5 - 30619 Schoenherr Road Warren, MI 48088
 (insert legal description of property or name and address of Project)

That the following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Names of Subcontractor, supplier or laborer	Subcontractor or supplier address and phone number	Type of Improvement furnished	Base Contract Amount	Change Orders	Total Contract amount	Amount already paid	Amount currently owing	Balance to complete
Blue Star, Inc.	21950 Hoover, Warren, MI 48089; 586-427-9933	Demolition/Removals	\$76,500.00		\$76,500.00	\$69,480.00	\$-	\$7,020.00
Site Development Inc	30850 Stephenson Hwy., Madison Heights, MI 48071, (248) 583-1200	Sitework/Utilities	\$1,235,782.00	\$81,644.20	\$1,317,426.20	\$547,048.40	\$141,159.59	\$629,218.21
Nagle Paving	39525 W. 13 Mile Road, Suite 300 Novi, MI 48377; (248) 553-0600	Asphalt Paving	\$33,080.00		\$33,080.00	\$-	\$-	\$33,080.00
Justice Fence		Fencing	\$168,287.00	\$4,706.90	\$172,993.90	\$-	\$-	\$172,993.90

Hi-Tech Landscape	11856 Newman Road, Brighton, MI 48114; 810-229-7131	Landscaping	\$127,770.00		\$127,770.00	\$-	\$-	\$127,770.00
Poured Brick Walls, Inc.	8001 Park Place, Brighton, MI 48116; (248) 437-4494	Foundations	\$208,285.00	\$58,893.75	\$267,178.75	\$84,290.43	\$12,955.18	\$169,933.14
Charles Sinelli and Sons	4100 Prairie Rose Dr, Howell, MI 48843; (248)684-7014	Concrete Flatwork	\$699,708.00		\$699,708.00	\$-	\$-	\$699,708.00
Hollowcore Inc.	60 Haltiner Ave., River Rouge, MI 48218	PreCast Concrete	\$98,300.00	\$1,100.00	\$99,400.00	\$-	\$35,050.00	\$64,350.00
Leidal & Hart	12100 Globe Street, Livonia, MI 48150; 734-522-2400	Masonry	\$3,186,385.00		\$3,186,385.00	\$26,594.55	\$268,173.45	\$2,891,617.00
B&A Structural Steel	50775 Richard W. Blvd, Chesterfield, MI 48054; 586-948-2220	Structural Steel	\$729,800.00		\$729,800.00	\$87,480.00	\$-	\$642,320.00
Alpha Commercial Construction	30946 Industrial Rd, Livonia, MI 48150; 313-671-2319	Carpentry - Fire Station No. 1	\$226,000.00		\$226,000.00	\$-	\$-	\$226,000.00
New Hudson Construction	37693 Schoolcraft Rd, Livonia, MI 48150; 734-743-3186	Carpentry - Fire Station No. 5	\$220,500.00		\$220,500.00	\$-	\$-	\$220,500.00
MICA-TEC	21325 Hoover Rd., Warren, MI 48089; 586-758-4404	Millwork	\$120,000.00		\$120,000.00	\$-	\$-	\$120,000.00
TBD		Joint Sealants	\$72,800.00		\$72,800.00	\$-	\$-	\$72,800.00
JD Candler Commercial Roofing	6111 Sterling Drive North, Sterling Heights, MI 48312; 734-762-0100	Roofing/ Metal Panels	\$623,516.00		\$623,516.00	\$-	\$-	\$623,516.00
Stafford Building Products	1235 Waterville-Monclova Rd, Waterville, OH; (419)878-3070	Doors, Frames, & Hardware	\$258,540.00		\$258,540.00	\$6,984.90	\$-	\$251,555.10

International Doors, Inc.	8001 Ronda Drive, Canton, MI 48187; 800-231-9521 X203	Overhead Doors	\$358,540.00		\$358,540.00	\$-	\$-	\$358,540.00
Daniels Glass	21250 W. Seven Mile Road, Detroit, MI 48219; 313-538-2746	Glass & Glazing	\$295,000.00		\$295,000.00	\$-	\$-	\$295,000.00
SCI Floorcovering	30610 Ecorse Road, Romulus, MI 48174; 248-359-3500	Floor Covering	\$200,000.00		\$200,000.00	\$-	\$-	\$200,000.00
Concrete Floor Treatment	38257 Abruzzi Dr., Westland MI 48185; 734-721-4640	Epoxy Flooring	\$193,846.00		\$193,846.00	\$-	\$-	\$193,846.00
Endurance Painting	5365 Kreger, Sterling Heights, MI 48310; 810-602-6809	Painting	\$110,000.00		\$110,000.00	\$-	\$-	\$110,000.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Fire Extinguishers	\$5,700.00		\$5,700.00	\$-	\$-	\$5,700.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Toilet Room Partitions & Accessories	\$70,680.00		\$70,680.00	\$-	\$-	\$70,680.00
Great Lakes Hotel Supply	24101 W. Nine Mile Road, Southfield, MI 48033; 313-962-9176 X221	Appliances	\$135,284.00		\$135,284.00	\$10,093.50	\$-	\$125,190.50
Elite Fire Safety	46620 Ryan Court, Novi, MI 48377; 248-834-4467	Fire Suppression	\$156,400.00		\$156,400.00	\$5,670.00	\$6,300.00	\$144,430.00
Stewart Engineering & Sales		Conveyance Systems	\$41,254.00		\$41,254.00	\$-	\$-	\$41,254.00
SE Kalchik Mechanical	47510 Avante Dr., Wixom, MI 48393; 248-449-5070	Plumbing & Compressed Air	\$1,031,670.00		\$1,031,670.00	\$-	\$13,813.56	\$1,017,856.44
Sherman Heating & Cooling	4500 Morrish Road, Swartz Creek, MI 48473; 810-630-6032	HVAC	\$1,883,400.00		\$1,883,400.00	\$277,542.85	\$-	\$1,605,857.15

EL Electric	1203 Centre Road, Auburn Hills, MI 48326; 248-475- 4662	Electrical	\$1,761,732.00	\$12,129.99	\$1,773,861.99	\$-	\$107,288.24	\$1,666,573.75
TBD		Low Voltage	\$87,620.00		\$87,620.00	\$-	\$-	\$87,620.00
Flagpoles Etc.	51056 Century Court, Wixom, MI 48393; 248-634- 7183	Flag Poles	\$28,501.00		\$28,501.00	\$-	\$-	\$28,501.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Permits (Allowance)	\$10,000.00		\$10,000.00	\$-	\$-	\$10,000.00
MEGA	298 Veterans Drive, Fowlerville, MI 48836; 517- 223-3512	Staking	\$37,200.00		\$37,200.00	\$8,653.50	\$-	\$28,546.50
DMP Sign Company	20732 Negaunee, Southfield, MI 48033; 248-996- 9281	Signage	\$32,750.00		\$32,750.00	\$-	\$-	\$32,750.00
The Sheer Shop	7393 23 Mile Road, Shelby Township, MI 48316; 586-731- 4499	Window Treatments	\$8,738.00		\$8,738.00	\$-	\$-	\$8,738.00
City of Warren		Owner Allowance	\$103,832.00	-\$28,440.43	\$75,391.57	\$-	\$-	\$75,391.57
Undercuts		Allowance #1	\$22,575.00	-\$11,287.50	\$11,287.50	\$-	\$-	\$11,287.50
Undercuts		Allowance #2	\$17,700.00	-\$5,655.00	\$12,045.00	\$-	\$-	\$12,045.00
TBD		Retaining Wall	\$22,163.55		\$22,163.55	\$-	\$-	\$22,163.55
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	General Conditions	\$69,350.00	\$2,750.00	\$72,100.00	\$18,810.00	\$4,590.00	\$48,700.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Brivar Labor	\$329,533.00		\$329,533.00	\$88,200.00	\$21,600.00	\$219,733.00


BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Insurances	\$24,000.00		\$24,000.00	\$21,600.00	\$-	\$2,400.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Bonds	\$120,615.00		\$120,615.00	\$108,553.50	\$-	\$12,061.50
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Weather Conditions	\$120,000.00	-\$60,000.00	\$60,000.00	\$-	\$-	\$60,000.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Overhead	\$388,968.00		\$388,968.00	\$111,600.00	\$27,900.00	\$249,468.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Fee	\$633,174.00	\$6,178.39	\$639,352.39	\$93,729.47	\$21,250.01	\$524,372.91
Detroit Technical Equipment Company	1091 Centre Rd, Suite 100, Auburn Hills, MI 48326; 248-232-8894	Stainless Millwork	\$61,000.00	\$5,941.94	\$66,941.94			\$66,941.94
			\$16,446,478.55	\$67,962.24	\$16,514,440.79	\$1,566,331.10	\$660,080.03	\$14,288,029.66

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth, and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 P.A. 497, MCL 570.1109.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Deponent

WARNING TO DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on

16 day of May 20 24



Notary Public

Livingston County Michigan

My commission expires: 11/20/2028

MARY BETH FUSON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 11-20-2028
Acting in the County of Livingston

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

INV # 1TB-W-0912 # 8

PAGE ONE OF 12 PAGES

TO: City of Warren DDA
 One City Square
 Warren, Michigan 48093

PROJECT: Fire Station No. 1
 Fire Station No. 5

FROM: BRIVAR Construction Company
 9325 Malloy Road
 Brighton, MI 48116

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	16,446,478.55	
2. Net change by Change Orders	\$	67,962.24	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	16,514,440.79	
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,234,059.29	
5. RETAINAGE:			
a. 10 % of Completed Work (Column D + E on G703)	\$	221,614.62	
b. 10 % of Stored Material (Column F on G703)	\$	101,791.30	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	323,405.92	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	2,910,653.37	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,226,411.13	
8. CURRENT PAYMENT DUE	\$	684,242.24	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	13,603,787.42	
CHANGE ORDER SUMMARY			
Total changes approved in previous months by Owner: OCOR001		\$67,962.24	
Total approved this Month:			
NET CHANGES by Change Order		\$67,962.24	\$0.00

APPLICATION NO: 008REV

PERIOD TO: 4/30/2024

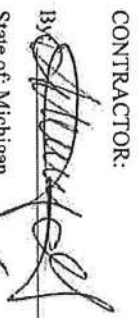
PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 5/31/24

State of: Michigan County of: Livingston
 Subscribed and sworn to before me this 31 day of MAY, 2024
 Notary Public: MARY BETH FUSON
 My Commission expires: 11/20/2028
 Notary Public, State of Michigan


CERTIFICATE FOR PAYMENT County of Livingston
 My Commission Expires 11/20/2028

In accordance with the Contract Documents, based on the facts set forth in this Application for Payment, I hereby certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$ 684,242.24**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PARTNERS in Architecture, PLC

By:  Michael A. Malone Date: 6/3/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
 G702-1992

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 G703-1992

Journal's 493-9493-0912SD \$760,242.24 CR
 493-0000-21001 (716,026,940) CR
 493-0000-24494 684,242.24 CR
 494-0000-09493 \$684,242.24
 \$684,242.24

Continuation Sheet - Fire Station No. 1

PAGE 2 OF 12 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: 008REV
 APPLICATION DATE: 4/30/2024
 PERIOD TO: 4/30/2024
 ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1A	DEMOLITION/REMOVALS LABOR	\$22,900.00	\$22,900.00			\$22,900.00	\$0.00	\$2,290.00
1B	DEMOLITION/REMOVALS MATERIAL	\$4,800.00	\$4,800.00			\$4,800.00	\$0.00	\$480.00
2A	SITE EARTHWORK/UTILITIES LABOR	\$159,000.00	\$119,250.00			\$119,250.00	\$39,750.00	\$11,925.00
2B	SITE EARTHWORK/UTILITIES MATERIAL	\$451,000.00	\$222,100.00	\$83,100.00		\$305,200.00	\$145,800.00	\$30,520.00
3A	ASPHALT PAVING/BASE LABOR	\$13,500.00	\$0.00			\$0.00	\$13,500.00	\$0.00
3B	ASPHALT PAVING/BASE MATERIAL					\$0.00	\$0.00	\$0.00
4A	FENCING LABOR	\$17,183.00	\$0.00			\$0.00	\$17,183.00	\$0.00
4B	FENCING MATERIAL	\$63,047.00	\$0.00		\$12,250.00	\$12,250.00	\$50,797.00	\$1,225.00
5A	LANDSCAPE LABOR	\$70,400.00	\$0.00			\$0.00	\$70,400.00	\$0.00
5B	LANDSCAPE MATERIAL					\$0.00	\$0.00	\$0.00
6A	FOUNDATIONS LABOR	\$35,757.00	\$0.00			\$0.00	\$35,757.00	\$0.00
6B	FOUNDATIONS MATERIAL	\$85,000.00	\$0.00			\$0.00	\$85,000.00	\$0.00
7A	CONCRETE/FLATWORK LABOR	\$347,426.00	\$0.00			\$0.00	\$347,426.00	\$0.00
7B	CONCRETE/FLATWORK MATERIAL					\$0.00	\$0.00	\$0.00
8A	PRECAST/TILT-UP LABOR	\$15,000.00	\$0.00			\$0.00	\$15,000.00	\$0.00
8B	PRECAST/TILT-UP MATERIAL	\$34,150.00	\$0.00		\$32,050.00	\$32,050.00	\$2,100.00	\$3,205.00
9A	MASONRY LABOR	\$664,800.00	\$0.00			\$0.00	\$664,800.00	\$0.00
9B	MASONRY MATERIAL	\$959,585.00	\$0.00			\$0.00	\$959,585.00	\$0.00
	SUBTOTAL THIS SHEET	\$2,943,548.00	\$369,050.00	\$83,100.00	\$44,300.00	\$496,450.00	\$2,447,098.00	\$49,645.00

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Continuation Sheet - Fire Station No. 1

PAGE 3 OF 12 PAGES

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 PERIOD TO: 4/30/2024
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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E)	% (G + C)		
10A	STRUCTURAL STEEL LABOR	\$110,500.00				\$18,600.00	17%	\$91,900.00	\$1,860.00
10B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$18,600.00		\$120,640.00	\$120,640.00	48%	\$132,860.00	\$12,064.00
11A	CARPENTRY LABOR	\$236,000.00	\$0.00			\$0.00	0%	\$236,000.00	\$0.00
11B	CARPENTRY MATERIAL	\$236,000.00	\$0.00			\$0.00	0%	\$236,000.00	\$0.00
12A	MILLWORK LABOR	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00
12B	MILLWORK MATERIAL	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00
13A	WATERPROOFINGJOINT SEALANTS LABOR	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00
13B	WATERPROOFINGJOINT SEALANTS MATERIAL	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00
14A	ROOFING/METAL PANELS LABOR	\$334,500.00	\$0.00			\$0.00	0%	\$334,500.00	\$0.00
14B	ROOFING/METAL PANELS MATERIAL	\$334,500.00	\$0.00			\$0.00	0%	\$334,500.00	\$0.00
15A	DOORS, FRAMES & HARDWARE MATERIAL	\$129,270.00	\$0.00			\$0.00	0%	\$129,270.00	\$0.00
16A	OVERHEAD DOORS LABOR	\$103,245.00	\$0.00			\$0.00	0%	\$103,245.00	\$0.00
16B	OVERHEAD DOORS MATERIAL	\$76,025.00	\$0.00			\$0.00	0%	\$76,025.00	\$0.00
17A	GLASS & GLAZING LABOR	\$20,497.00	\$0.00	\$3,175.00	\$84,946.00	\$3,175.00	15%	\$17,322.00	\$317.50
17B	GLASS & GLAZING MATERIAL	\$122,503.00	\$0.00		\$84,946.00	\$84,946.00	69%	\$37,557.00	\$8,494.60
18A	FLOOR COVERING LABOR	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00
18B	FLOOR COVERING MATERIAL	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00
	SUBTOTAL THIS SHEET	\$1,709,863.00	\$18,600.00	\$3,175.00	\$205,586.00	\$227,361.00	13%	\$1,482,502.00	\$22,736.10

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Continuation Sheet - Fire Station No. 1

PAGE 4 OF 12 PAGES

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 PERIOD TO: 4/30/2024
 ARCHITECT'S PROJECT NO:

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			FROM PREVIOUS APPLICATION (D + E)							
19A	PAINTING/CAULKING LABOR	\$55,000.00		\$0.00		\$0.00	\$0.00	0%	\$55,000.00	\$0.00
19B	PAINTING/CAULKING MATERIAL			\$0.00		\$0.00	\$0.00	#####	\$0.00	\$0.00
20A	FIRE EXTINGUISHERS LABOR	\$2,850.00		\$0.00		\$0.00	\$0.00	0%	\$2,850.00	\$0.00
20B	FIRE EXTINGUISHERS MATERIAL			\$0.00		\$0.00	\$0.00	#####	\$0.00	\$0.00
21A	TOILET PARTITIONS & ACCESSORIES LABOR	\$35,340.00		\$0.00		\$0.00	\$0.00	0%	\$35,340.00	\$0.00
21B	TOILET PARTITIONS & ACCESSORIES MATERIAL			\$0.00		\$0.00	\$0.00	#####	\$0.00	\$0.00
22A	APPLIANCES MATERIAL	\$59,642.00		\$5,607.50		\$5,607.50	\$5,607.50	9%	\$54,034.50	\$560.75
22B	APPLIANCES LABOR	\$5,000.00		\$0.00		\$0.00	\$0.00	0%	\$5,000.00	\$0.00
23A	FIRE SUPPRESSION LABOR	\$50,000.00		\$6,650.00		\$6,650.00	\$6,650.00	13%	\$43,350.00	\$665.00
23B	FIRE SUPPRESSION MATERIAL	\$28,200.00		\$0.00		\$0.00	\$0.00	0%	\$28,200.00	\$0.00
24A	CONVEYANCE SYSTEMS LABOR	\$20,627.00		\$0.00		\$0.00	\$0.00	0%	\$20,627.00	\$0.00
24B	CONVEYANCE SYSTEMS MATERIAL			\$0.00		\$0.00	\$0.00	#####	\$0.00	\$0.00
25A	PLUMBING & COMPRESSED AIR LABOR	\$515,835.00		\$0.00		\$0.00	\$0.00	0%	\$515,835.00	\$0.00
25B	PLUMBING & COMPRESSED AIR MATERIAL			\$0.00		\$0.00	\$0.00	#####	\$0.00	\$0.00
26A	HVAC LABOR	\$304,495.00		\$0.00		\$0.00	\$0.00	0%	\$304,495.00	\$0.00
26B	HVAC MATERIAL	\$637,205.00		\$0.00		\$154,190.47	\$154,190.47	24%	\$483,014.53	\$15,419.05
27A	ELECTRICAL LABOR	\$28,820.00		\$0.00		\$0.00	\$0.00	0%	\$28,820.00	\$0.00
27B	ELECTRICAL MATERIAL	\$713,139.00		\$14,555.00		\$24,255.00	\$38,810.00	5%	\$674,329.00	\$3,881.00
27C	ELECTRICAL GENERAL	\$163,322.00		\$0.00		\$27,764.74	\$27,764.74	17%	\$135,557.26	\$2,776.47
	SUBTOTAL THIS SHEET	\$2,619,475.00		\$26,812.50		\$206,210.21	\$233,022.71	9%	\$2,386,452.29	\$23,302.27

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Continuation Sheet - Fire Station No. 1

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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APPLICATION NO: 008REV
 APPLICATION DATE: 4/30/2024
 PERIOD TO: 4/30/2024
 ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
28A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00		\$0.00		\$0.00	\$43,810.00	\$0.00
28B	LOW VOLTAGE MATERIAL	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
29A	FLAGPOLES LABOR	\$14,250.00	\$0.00		\$0.00		\$0.00	\$14,250.00	\$0.00
29B	FLAGPOLES MATERIAL	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
30	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00		\$0.00		\$0.00	\$5,000.00	\$0.00
31	STAKING	\$18,600.00	\$1,362.50		\$1,362.50		\$1,362.50	\$17,237.50	\$136.25
32A	SIGNAGE LABOR	\$16,375.00	\$0.00		\$0.00		\$0.00	\$16,375.00	\$0.00
32B	SIGNAGE MATERIAL	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
33A	WINDOW TREATMENTS LABOR	\$4,369.00	\$0.00		\$0.00		\$0.00	\$4,369.00	\$0.00
34	OWNER ALLOWANCE - \$51,916.00	\$43,933.90	\$0.00		\$0.00		\$0.00	\$43,933.90	\$0.00
34A	OCOR 008 - Gates	\$4,406.13	\$0.00		\$0.00		\$0.00	\$4,406.13	\$0.00
34B	OCOR 016 - Pre-Cast Plates	\$605.00	\$0.00		\$0.00		\$0.00	\$605.00	\$0.00
34C	OCOR 017 - Millwork Handle	\$1,259.28	\$0.00		\$0.00		\$0.00	\$1,259.28	\$0.00
34D	OCOR 019 - Added Millwork Depth	\$1,711.69	\$0.00		\$0.00		\$0.00	\$1,711.69	\$0.00
35	ALLOWANCE #1 - \$11,287.50	\$11,287.50	\$0.00		\$0.00		\$0.00	\$11,287.50	\$0.00
36	ALLOWANCE #2 - \$8,850.00	\$8,850.00	\$0.00		\$0.00		\$0.00	\$8,850.00	\$0.00
	SUBTOTAL THIS SHEET	\$174,457.50	\$1,362.50		\$0.00	\$0.00	\$1,362.50	\$173,095.00	\$136.25

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Continuation Sheet - Fire Station No. 1

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			COMPLETED AND STORED TO DATE (D+E+H)	% (G + C)		
37	GENERAL CONDITIONS	\$31,175.00	\$9,200.00	\$2,300.00	\$11,500.00	37%	\$19,675.00	\$1,150.00		
38	BRIVAR LABOR <small>PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC</small>	\$148,266.50	\$44,000.00	\$11,000.00	\$55,000.00	37%	\$93,266.50	\$5,500.00		
39	INSURANCE	\$12,000.00	\$12,000.00		\$12,000.00	100%	\$0.00	\$1,200.00		
40	PERFORMANCE BOND	\$60,307.50	\$60,307.50		\$60,307.50	100%	\$0.00	\$6,030.75		
41	WEATHER CONDITIONS - \$60,000.00 <small>(ALLOWANCE)</small>	\$60,000.00	\$0.00		\$0.00	0%	\$60,000.00	\$0.00		
42	OVERHEAD	\$174,484.00	\$62,000.00	\$15,500.00	\$77,500.00	44%	\$96,984.00	\$7,750.00		
43	FEE	\$305,857.00	\$30,650.00	\$15,000.00	\$45,650.00	15%	\$260,207.00	\$4,565.00		
44					\$0.00	#####	\$0.00	\$0.00		
45					\$0.00	#####	\$0.00	\$0.00		
46					\$0.00	#####	\$0.00	\$0.00		
47					\$0.00	#####	\$0.00	\$0.00		
48					\$0.00	#####	\$0.00	\$0.00		
	SUBTOTAL THIS SHEET	\$792,090.00	\$218,157.50	\$43,800.00	\$261,957.50	33%	\$530,132.50	\$26,195.75		
	SUBTOTAL FIRE STATION 1	\$8,239,433.50	\$633,982.50	\$130,075.00	\$456,096.21	15%	\$7,019,279.79	\$122,015.37		

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Continuation Sheet - Fire Station No. 5

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APPLICATION NO: 008REV
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 ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G + C) %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
51A	DEMOLITION/REMOVALS LABOR	\$29,500.00		\$29,500.00			\$29,500.00	100%	\$0.00	\$2,960.00
51B	DEMOLITION/REMOVALS MATERIAL	\$20,000.00		\$20,000.00			\$20,000.00	100%	\$0.00	\$2,000.00
52A	SITE EARTHWORK/UTILITIES LABOR	\$190,000.00		\$140,165.00			\$140,165.00	74%	\$49,835.00	\$14,016.50
52B	SITE EARTHWORK/UTILITIES MATERIAL	\$430,632.00		\$224,080.00			\$224,080.00	52%	\$206,552.00	\$22,408.00
53A	ASPHALT PAVING/BASE LABOR	\$19,580.00		\$0.00			\$0.00	0%	\$19,580.00	\$0.00
53B	ASPHALT PAVING/BASE MATERIAL	\$0.00		\$0.00			\$0.00	###	\$0.00	\$0.00
54A	FENCING LABOR	\$18,035.00		\$0.00			\$0.00	0%	\$18,035.00	\$0.00
54B	FENCING MATERIAL	\$70,022.00		\$0.00		\$13,425.00	\$13,425.00	19%	\$56,597.00	\$1,342.50
55A	LANDSCAPE LABOR	\$64,370.00		\$0.00			\$0.00	0%	\$64,370.00	\$0.00
55B	LANDSCAPE MATERIAL	\$0.00		\$0.00			\$0.00	###	\$0.00	\$0.00
56A	FOUNDATIONS LABOR	\$30,504.00		\$30,504.00			\$30,504.00	100%	\$0.00	\$3,050.40
56B	FOUNDATIONS MATERIAL	\$57,025.00		\$57,025.00			\$57,025.00	100%	\$0.00	\$5,702.50
57A	CONCRETE/FLATWORK LABOR	\$352,282.00		\$0.00			\$0.00	0%	\$352,282.00	\$0.00
57B	CONCRETE/FLATWORK MATERIAL	\$0.00		\$0.00			\$0.00	###	\$0.00	\$0.00
58A	PRECAST/TILT-UP LABOR	\$15,000.00		\$0.00			\$0.00	0%	\$15,000.00	\$0.00
58B	PRECAST/TILT-UP MATERIAL	\$34,150.00		\$0.00		\$22,950.00	\$22,950.00	67%	\$11,200.00	\$2,295.00
59A	MASONRY LABOR	\$681,000.00		\$197,200.30			\$197,200.30	29%	\$483,799.70	\$19,720.03
59B	MASONRY MATERIAL	\$881,000.00		\$130,319.70			\$161,519.70	18%	\$719,480.30	\$16,151.97
	SUBTOTAL THIS SHEET	\$2,893,100.00	\$828,794.00	\$31,200.00	\$36,375.00	\$896,369.00	\$31,200.00	31%	\$1,996,731.00	\$89,636.90

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Continuation Sheet - Fire Station No. 5

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 ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
60A	STRUCTURAL STEEL LABOR	\$110,500.00								
60B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$18,600.00	\$10,510.00	\$192,290.00	\$18,600.00	17%	\$91,900.00	\$1,860.00	
61A	CARPENTRY LABOR	\$210,500.00	\$0.00			\$202,800.00	80%	\$50,700.00	\$20,280.00	
61B	CARPENTRY MATERIAL	\$210,500.00	\$0.00			\$0.00	0%	\$210,500.00	\$0.00	
62A	MILLWORK LABOR	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00	
62B	MILLWORK MATERIAL	\$90,500.00	\$0.00			\$0.00	0%	\$90,500.00	\$0.00	
63A	WATERPROOFINGJOINT SEALANTS LABOR	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00	
63B	WATERPROOFINGJOINT SEALANTS MATERIAL	\$36,400.00	\$0.00			\$0.00	0%	\$36,400.00	\$0.00	
64A	ROOFINGMETAL PANELS LABOR	\$308,300.00	\$0.00			\$0.00	0%	\$308,300.00	\$0.00	
64B	ROOFINGMETAL PANELS MATERIAL	\$308,300.00	\$0.00			\$0.00	0%	\$308,300.00	\$0.00	
65A	DOORS, FRAMES & HARDWARE MATERIAL	\$129,270.00	\$7,761.00			\$7,761.00	6%	\$121,509.00	\$776.10	
66A	OVERHEAD DOORS LABOR	\$103,245.00	\$0.00			\$0.00	0%	\$103,245.00	\$0.00	
66B	OVERHEAD DOORS MATERIAL	\$76,025.00	\$0.00			\$0.00	0%	\$76,025.00	\$0.00	
67A	GLASS & GLAZING LABOR	\$20,497.00	\$0.00	\$3,175.00	\$84,946.00	\$3,175.00	15%	\$17,322.00	\$317.50	
67B	GLASS & GLAZING MATERIAL	\$122,503.00	\$0.00			\$84,946.00	69%	\$37,557.00	\$8,494.60	
68A	FLOOR COVERING LABOR	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00	
68B	FLOOR COVERING MATERIAL	\$196,923.00	\$0.00			\$0.00	0%	\$196,923.00	\$0.00	
SUBTOTAL THIS SHEET		\$1,658,163.00	\$26,361.00	\$13,685.00	\$277,236.00	\$317,282.00	19%	\$1,340,881.00	\$31,728.20	

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Continuation Sheet - Fire Station No. 5

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 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
69A	PAINTING/CAULKING LABOR	\$55,000.00		\$0.00		\$0.00	0%	\$55,000.00	\$0.00
69B	PAINTING/CAULKING MATERIAL			\$0.00		\$0.00	#####	\$0.00	\$0.00
70A	FIRE EXTINGUISHERS LABOR	\$2,850.00		\$0.00		\$0.00	0%	\$2,850.00	\$0.00
70B	FIRE EXTINGUISHERS MATERIAL			\$0.00		\$0.00	#####	\$0.00	\$0.00
71A	TOILET PARTITIONS & ACCESSORIES LABOR	\$35,340.00		\$0.00		\$0.00	0%	\$35,340.00	\$0.00
71B	TOILET PARTITIONS & ACCESSORIES MATERIAL			\$0.00		\$0.00	#####	\$0.00	\$0.00
72A	APPLIANCES MATERIAL	\$59,642.00		\$5,607.50		\$5,607.50	9%	\$54,034.50	\$660.75
72B	APPLIANCES LABOR	\$5,000.00		\$0.00		\$0.00	0%	\$5,000.00	\$0.00
73A	FIRE SUPPRESSION LABOR	\$50,000.00		\$6,650.00		\$6,650.00	13%	\$43,350.00	\$665.00
73B	FIRE SUPPRESSION MATERIAL	\$28,200.00		\$0.00		\$0.00	0%	\$28,200.00	\$0.00
74A	CONVEYANCE SYSTEMS LABOR	\$20,627.00		\$0.00		\$0.00	0%	\$20,627.00	\$0.00
74B	CONVEYANCE SYSTEMS MATERIAL			\$0.00		\$0.00	#####	\$0.00	\$0.00
75A	PLUMBING & COMPRESSED AIR LABOR	\$515,835.00		\$15,348.40		\$15,348.40	3%	\$500,486.60	\$1,534.84
75B	PLUMBING & COMPRESSED AIR MATERIAL			\$0.00		\$0.00	#####	\$0.00	\$0.00
76A	HVAC LABOR	\$304,495.00		\$0.00		\$0.00	0%	\$304,495.00	\$0.00
76B	HVAC MATERIAL	\$637,205.00		\$154,190.47		\$154,190.47	24%	\$483,014.53	\$15,419.05
77A	ELECTRICAL LABOR	\$24,120.00		\$0.00		\$0.00	0%	\$24,120.00	\$0.00
77B	ELECTRICAL MATERIAL	\$659,009.00		\$27,681.20		\$27,681.20	14%	\$566,710.40	\$9,229.86
77C	ELECTRICAL GENERATOR	\$163,322.00		\$0.00		\$0.00	18%	\$163,322.00	\$2,939.80
	SUBTOTAL THIS SHEET	\$2,560,645.00	\$55,287.10	\$0.00	\$248,205.83	\$303,492.93	12%	\$2,257,152.07	\$30,349.30

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
78A	LOW VOLTAGE LABOR	\$43,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,810.00	\$0.00
78B	LOW VOLTAGE MATERIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,250.00	\$0.00
79B	FLAGPOLES MATERIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
81	STAKING	\$18,600.00	\$8,252.50	\$0.00	\$0.00	\$8,252.50	\$10,347.50	\$825.25
82A	SIGNAGE LABOR	\$16,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,375.00	\$0.00
82B	SIGNAGE MATERIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
83	WINDOW TREATMENTS	\$4,369.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,369.00	\$0.00
84	OWNER ALLOWANCE - \$51,916.00	\$31,457.67	\$0.00	\$0.00	\$0.00	\$0.00	\$31,457.67	\$0.00
84A	OCOR05 - Site Debris/Bridge Over Footing	\$4,033.92	\$4,033.92	\$0.00	\$0.00	\$4,033.92	\$0.00	\$403.39
84B	OCOR08 - Gates	\$4,406.12	\$0.00	\$0.00	\$0.00	\$0.00	\$4,406.12	\$0.00
84C	OCOR09 - Temp Road	\$417.68	\$417.68	\$0.00	\$0.00	\$417.68	\$0.00	\$41.77
84D	OCOR16 - PreCast Plates	\$605.00	\$0.00	\$0.00	\$0.00	\$0.00	\$605.00	\$0.00
84E	OCOR17 - Millwork Handle	\$1,259.28	\$0.00	\$0.00	\$0.00	\$0.00	\$1,259.28	\$0.00
84F	OCOR19 - Added Millwork Depth	\$1,711.69	\$0.00	\$0.00	\$0.00	\$0.00	\$1,711.69	\$0.00
84G	OCOR20 - U/G Comm. Conduit	\$8,024.64	\$0.00	\$0.00	\$0.00	\$0.00	\$8,024.64	\$0.00
SUBTOTAL THIS SHEET		\$154,320.00	\$12,704.10	\$0.00	\$0.00	\$12,704.10	\$141,615.90	\$1,270.41

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
85	ALLOWANCE #1 - \$11,287.50	\$0.00	\$0.00			\$0.00	#####	\$0.00	\$0.00
85A	OCOR06 - Foundation Undercuts	\$11,287.50	\$11,287.50			\$11,287.50	100%	\$0.00	\$1,128.75
86	ALLOWANCE #2 - \$8,850.00	\$3,195.00	\$0.00			\$0.00	0%	\$3,195.00	\$0.00
86A	OCOR06 - Foundation Undercuts	\$5,655.00	\$5,655.00			\$5,655.00	100%	\$0.00	\$565.50
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$0.00			\$0.00	0%	\$22,163.55	\$0.00
87B	CONCRETE RETAINING WALL MATERIAL	\$0.00	\$0.00			\$0.00	#####	\$0.00	\$0.00
88	GENERAL CONDITIONS	\$38,175.00	\$16,800.00	\$2,800.00		\$19,600.00	51%	\$18,575.00	\$1,960.00
89	BRIVAR LABOR	\$181,266.50	\$78,000.00	\$13,000.00		\$91,000.00	50%	\$90,266.50	\$9,100.00
90	PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$1,200.00
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$6,030.75
92	WEATHER CONDITIONS - \$60,000.00	\$0.00	\$0.00			\$0.00	#####	\$0.00	\$0.00
92A	OCOR02 - Foundation Depth	\$35,254.69	\$0.00			\$0.00	0%	\$35,254.69	\$0.00
92B	OCOR04 - Concrete Mix, Blankets	\$6,586.56	\$6,586.56			\$6,586.56	100%	\$0.00	\$658.66
92C	OCOR09 - Temp Road	\$18,158.75	\$18,158.75			\$18,158.75	100%	\$0.00	\$1,815.88
93	OVERHEAD	\$214,484.00	\$93,000.00	\$15,500.00		\$108,500.00	51%	\$105,984.00	\$10,850.00
94	FEE	\$332,283.00	\$66,500.00	\$16,500.00		\$83,000.00	25%	\$249,283.00	\$8,300.00
	SUBTOTAL THIS SHEET	\$940,817.05	\$366,295.31	\$47,800.00	\$0.00	\$416,095.31	44%	\$524,721.74	\$41,609.54

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 5

PAGE 12 OF 12 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 008REV
 APPLICATION DATE: 4/30/2024
 PERIOD TO: 4/30/2024
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
95	Change Order 001 <i>Subtotal conditions</i>	\$67,962.24	\$67,962.24			\$67,962.24	100%	\$0.00	\$6,796.22
96						\$0.00	#####	\$0.00	\$0.00
97						\$0.00	#####	\$0.00	\$0.00
98						\$0.00	#####	\$0.00	\$0.00
99						\$0.00	#####	\$0.00	\$0.00
100						\$0.00	#####	\$0.00	\$0.00
101						\$0.00	#####	\$0.00	\$0.00
102						\$0.00	#####	\$0.00	\$0.00
103						\$0.00	#####	\$0.00	\$0.00
104						\$0.00	#####	\$0.00	\$0.00
105						\$0.00	#####	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$67,962.24	\$67,962.24	\$0.00	\$0.00	\$67,962.24	100%	\$0.00	\$6,796.22
	SUBTOTAL FIRE STATION 5	\$8,275,007.29	\$1,359,403.75	\$92,685.00	\$561,816.83	\$2,013,905.58	24%	\$6,261,101.71	\$201,390.57
	GRAND TOTALS	\$16,514,440.79	\$1,993,386.25	\$222,760.00	\$1,017,913.04	\$3,234,059.29	20%	\$13,280,381.50	\$323,405.94

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Documents' Authenticity

SWORN STATEMENT

State of Michigan)
) SS
 County of Livingston) Date: 5/31/2024

Anthony Goins _____ (deponent), being sworn, states the

following: Brivar Construction Company is the (contractor)

(~~subcontractor~~) for an improvement to the following described real property

in Macomb County, Michigan, described as follows:

Warren Fire Station No. 1 - 23345 Van Dyke Avenue Warren, MI 48089
Warren Fire Station No. 5 - 30619 Schoenherr Road Warren, MI 48088
 (insert legal description of property or name and address of Project)

That the following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (~~subcontractor~~) has (contracted) (~~subcontracted~~) for performance under the contract with the owner or lessee of the property and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Names of Subcontractor, supplier or laborer	Subcontractor or supplier address and phone number	Type of improvement furnished	Base Contract Amount	Change Orders	Total Contract amount	Amount already paid	Amount currently owing	Balance to complete
Blue Star, Inc.	21950 Hoover, Warren, MI 48089; 586-427-9933	Demolition/Removals	\$76,500.00		\$76,500.00	\$69,480.00	\$-	\$7,020.00
Site Development Inc	30850 Stephenson Hwy., Madison Heights, MI 48071, (248) 583-1200 X223	Sitework/Utilities	\$1,235,782.00	\$81,644.20	\$1,317,426.20	\$688,207.99	\$74,790.00	\$554,428.21
Nagle Paving	39525 W. 13 Mile Road, Suite 300 Novi, MI 48377; (248) 553-0600	Asphalt Paving	\$33,080.00		\$33,080.00	\$-	\$-	\$33,080.00
Justice Fence		Fencing	\$168,287.00	\$4,706.90	\$172,993.90	\$-	\$23,107.50	\$149,886.40

Hi-Tech Landscape	11856 Newman Road, Brighton, MI 48114; 810-229-7131	Landscaping	\$127,770.00		\$127,770.00	\$-	\$-	\$127,770.00
Poured Brick Walls, Inc.	8001 Park Place, Brighton, MI 48116; (248) 437-4494	Foundations	\$208,285.00	\$58,893.75	\$267,178.75	\$97,245.61	\$-	\$169,933.14
Charles Sinelli and Sons	4100 Prairie Rose Dr, Howell, MI 48843; (248)684-7014	Concrete Flatwork	\$699,708.00		\$699,708.00	\$-	\$-	\$699,708.00
Hollowcore Inc.	60 Halliner Ave., River Rouge, MI 48218	PreCast Concrete	\$98,300.00	\$1,100.00	\$99,400.00	\$35,050.00	\$19,950.00	\$44,400.00
Leidal & Hart	12100 Globe Street, Livonia, MI 48150; 734-522-2400	Masonry	\$3,186,385.00		\$3,186,385.00	\$294,768.00	\$28,080.00	\$2,863,537.00
B&A Structural Steel	50775 Richard W. Blvd, Chesterfield, MI 48054; 586-948-2220	Structural Steel	\$729,800.00		\$729,800.00	\$87,480.00	\$237,096.00	\$405,224.00
Alpha Commercial Construction	30946 Industrial Rd, Livonia, MI 48150; 313-671-2319	Carpentry - Fire Station No. 1	\$226,000.00		\$226,000.00	\$-	\$-	\$226,000.00
New Hudson Construction	37693 Schoolcraft Rd, Livonia, MI 48150; 734-743-3186	Carpentry - Fire Station No. 5	\$220,500.00		\$220,500.00	\$-	\$-	\$220,500.00
FCL Group	3355 Lahring Rd, Linden, MI 48451; 810-714-3421	Millwork	\$120,000.00		\$120,000.00	\$-	\$-	\$120,000.00
TBD		Joint Sealants	\$72,800.00		\$72,800.00	\$-	\$-	\$72,800.00
JD Candler Commercial Roofing	6111 Sterling Drive North, Sterling Heights, MI 48312; 734-762-0100	Roofing/ Metal Panels	\$623,516.00		\$623,516.00	\$-	\$-	\$623,516.00
Stafford Building Products	1235 Waterville-Monclova Rd, Waterville, OH; (419)878-3070	Doors, Frames, & Hardware	\$258,540.00		\$258,540.00	\$6,984.90	\$-	\$251,555.10

International Doors, Inc.	8001 Ronda Drive, Canton, MI 48187; 800-231-9521	Overhead Doors	\$358,540.00		\$358,540.00	\$-	\$-	\$358,540.00
Daniels Glass	21250 W. Seven Mile Road, Detroit, MI 48219; 313-538-2746	Glass & Glazing	\$295,000.00		\$295,000.00	\$-	\$158,617.80	\$136,382.20
SCI Floorcovering	30610 Ecorse Road, Romulus, MI 48174; 248-359-3500	Floor Covering	\$200,000.00		\$200,000.00	\$-	\$-	\$200,000.00
Concrete Floor Treatment	38257 Abuzzi Dr., Westland MI 48185; 734-721-4640	Epoxy Flooring	\$193,846.00		\$193,846.00	\$-	\$-	\$193,846.00
Endurance Painting	5365 Kreger, Sterling Heights, MI 48310; 810-602-6809	Painting	\$110,000.00		\$110,000.00	\$-	\$-	\$110,000.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Fire Extinguishers	\$5,700.00		\$5,700.00	\$-	\$-	\$5,700.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Toilet Room Partitions & Accessories	\$70,680.00		\$70,680.00	\$-	\$-	\$70,680.00
Great Lakes Hotel Supply	24101 W. Nine Mile Road, Southfield, MI 48033; 313-962-9176 X221	Appliances	\$135,284.00		\$135,284.00	\$10,093.50	\$-	\$125,190.50
Elite Fire Safety	46620 Ryan Court, Novi, MI 48377; 248-834-4467	Fire Suppression	\$156,400.00		\$156,400.00	\$11,970.00	\$-	\$144,430.00
Stewart Engineering & Sales		Conveyance Systems	\$41,254.00		\$41,254.00	\$-	\$-	\$41,254.00
SE Kalchik Mechanical	47510 Avante Dr., Wixom, MI 48393; 248-449-5070	Plumbing & Compressed Air	\$1,031,670.00		\$1,031,670.00	\$13,813.56	\$-	\$1,017,856.44
Sherman Heating & Cooling	4500 Morrish Road, Swartz Creek, MI 48473; 810-630-6032	HVAC	\$1,883,400.00		\$1,883,400.00	\$277,542.85	\$-	\$1,605,857.15

EL Electric	1203 Centre Road, Auburn Hills, MI 48326; 248-475- 4662	Electrical	\$1,761,732.00	\$12,129.99	\$1,773,861.99	\$107,288.24	\$62,155.93	\$1,604,417.82
TBD		Low Voltage	\$87,620.00		\$87,620.00	\$-	\$-	\$87,620.00
Flagpoles Etc.	51056 Century Court, Wixom, MI 48393; 248-634- 7183	Flag Poles	\$28,501.00		\$28,501.00	\$-	\$-	\$28,501.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Permits (Allowance)	\$10,000.00		\$10,000.00	\$-	\$-	\$10,000.00
MEGA	298 Veterans Drive, Fowlerville, MI 48836; 517- 223-3512	Staking	\$37,200.00		\$37,200.00	\$8,653.50	\$-	\$28,546.50
DMP Sign Company	20732 Negaunee, Southfield, MI 48033; 248-996- 9281	Signage	\$32,750.00		\$32,750.00	\$-	\$-	\$32,750.00
The Sheer Shop	7393 23 Mile Road, Shelby Township, MI 48316; 586-731- 4499	Window Treatments	\$8,738.00		\$8,738.00	\$-	\$-	\$8,738.00
City of Warren		Owner Allowance	\$103,832.00	-\$28,440.43	\$75,391.57	\$-	\$-	\$75,391.57
Proex, Inc.	5403 South Dort Hwy., Flint, MI 48507; (810)743- 4140	Allowance #1	\$22,575.00	-\$11,287.50	\$11,287.50	\$-	\$-	\$11,287.50
Proex, Inc.	5404 South Dort Hwy., Flint, MI 48507; (810)743- 4140	Allowance #2	\$17,700.00	-\$5,655.00	\$12,045.00	\$-	\$-	\$12,045.00
TBD		Retaining Wall	\$22,163.55		\$22,163.55	\$-	\$-	\$22,163.55
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	General Conditions	\$69,350.00	\$2,750.00	\$72,100.00	\$23,400.00	\$4,590.00	\$44,110.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Brivar Labor	\$329,533.00		\$329,533.00	\$109,800.00	\$21,600.00	\$198,133.00

BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Insurances	\$24,000.00		\$24,000.00	\$21,600.00	\$-	\$2,400.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Bonds	\$120,615.00		\$120,615.00	\$108,553.50	\$-	\$12,061.50
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Weather Conditions	\$120,000.00	-\$60,000.00	\$60,000.00	\$-	\$-	\$60,000.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Overhead	\$388,968.00		\$388,968.00	\$139,500.00	\$27,900.00	\$221,568.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Fee	\$633,174.00	\$6,178.39	\$639,352.39	\$114,979.48	\$26,355.01	\$498,017.90
Detroit Technical Equipment Company	1091 Centre Rd, Suite 100, Auburn Hills, MI 48326; 248-232-8894	Stainless Millwork	\$61,000.00	\$5,941.94	\$66,941.94	\$-	\$-	\$66,941.94
			\$16,446,478.55	\$67,962.24	\$16,514,440.79	\$2,226,411.13	\$684,242.24	\$13,603,787.42

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth, and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 P.A. 497, MCL 570.1109.

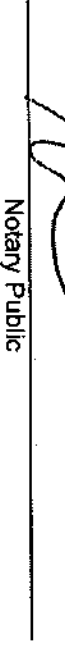
WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Depoent

WARNING TO DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on

31 day of May 20 24


Notary Public

Livingston County Michigan

My commission expires: 11/20/2028

MARY BETH FUSON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 11-20-2028
Acting in the County of Livingston

PARTNERS



June 3, 2024

RE: Warren Fire Station #1 and #5
Payment Application No. 8
PARTNERS Project #21-146

Craig Treppa
Purchasing Agent
City of Warren - Purchasing
One City Square – Suite 425
Warren, MI 48093-2396

Email: ctreppa@cityofwarren.org

Dear Craig:

Attached please find a copy of certified Payment Application No.7 from Brivar Construction Company. Please issue payment in the amount of \$684,242.24 to Brivar Construction Company at your earliest convenience.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

PARTNERS in Architecture, PLC

Michael A. Malone, AIA
Principal

File Ref. 21-146

Enclosure: Certified Payment Application No.8

Cc: Marybeth Fuson

Re: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Tina Gapshes <tgapshes@cityofwarren.org>

Mon 6/3/2024 4:42 PM

To: Craig Treppa <ctreppa@cityofwarren.org>; Tom Bommarito <tbommarito@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>

Cc: Shanah Turner <sturner@cityofwarren.org>

Approved - for site work

Tina G. Gapshes, PE

City Engineer

One City Square, Suite 300

Warren, MI 48093-2390

Phone: 586.759.9300

Fax: 586.759.9318

Email: tgapshes@cityofwarren.org



From: Craig Treppa <ctreppa@cityofwarren.org>**Sent:** Monday, June 3, 2024 3:56 PM**To:** Tom Bommarito <tbommarito@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>; Tina Gapshes <tgapshes@cityofwarren.org>**Cc:** Shanah Turner <sturner@cityofwarren.org>**Subject:** Fw: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Please review Payment Application #8 and let me know if you approve of its payment. There is a DDA Board meeting on June 5, 2024 that I could get this payment scheduled if you are able to review by tomorrow at noon. I am just worried that the July meeting may be postponed, and would like to process, if possible. Thanks

Craig J. Treppa

Purchasing Agent

City of Warren, Purchasing Division

One City Square, Suite 425

Warren, MI 48093

Phone: 586-574-4636

Fax: 586-574-4614

Email: ctreppa@cityofwarren.orgwww.cityofwarren.org

From: Michael Malone <mmalone@partnersinarch.com>
Sent: Monday, June 3, 2024 2:36 PM
To: Craig Treppa <ctreppa@cityofwarren.org>
Cc: MaryBeth Fuson <marybeth@brivar.com>; Dan Gwozdz <dgwozdz@partnersinarch.com>
Subject: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Greetings Craig:

Attached please find certified payment application #8 as well as our recommendation letter. This payment application is for work through 4/30/24. Please expedite payment to Brivar if possible.

Please let me know if you have any questions or concerns.

Thanks -

Michael A. Malone, AIA

Principal

PARTNERS in Architecture, PLC

65 Market Street, Suite 200 | Mount Clemens, MI 48043

p: 586-469-3600 (x114) | f: 586-469-3607 | m: 586-242-3312

Mmalone@partnersinarch.com | www.partnersinarch.com



Re: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Kirk Rehn <krehn@cityofwarren.org>

Tue 6/4/2024 9:19 AM

To:Tina Gapshes <tgapshes@cityofwarren.org>;Craig Treppa <ctreppa@cityofwarren.org>;Tom Bommarito <tbommarito@cityofwarren.org>

Cc:Shanah Turner <sturner@cityofwarren.org>

Paul Retaskie and myself both reviewed payment app. #8 and approve.

-Kirk

Kirk C. Rehn

Plans Examiner / Building Official

City of Warren Building Division

(586)574-4504 office

(586)574-4545 desk

(586)574-4577 fax

krehn@cityofwarren.org

From: Tina Gapshes <tgapshes@cityofwarren.org>**Sent:** Monday, June 3, 2024 4:42 PM**To:** Craig Treppa <ctreppa@cityofwarren.org>; Tom Bommarito <tbommarito@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>**Cc:** Shanah Turner <sturner@cityofwarren.org>**Subject:** Re: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Approved - for site work

Tina G. Gapshes, PE

City Engineer

One City Square, Suite 300

Warren, MI 48093-2390

Phone: 586.759.9300

Fax: 586.759.9318

Email: tgapshes@cityofwarren.org



From: Craig Treppa <ctreppa@cityofwarren.org>**Sent:** Monday, June 3, 2024 3:56 PM**To:** Tom Bommarito <tbommarito@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>; Tina Gapshes <tgapshes@cityofwarren.org>**Cc:** Shanah Turner <sturner@cityofwarren.org>**Subject:** Fw: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Re: SECOND REQUEST City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Tom Bommarito <tbommarito@cityofwarren.org>

Tue 6/4/2024 9:21 AM

To: Shanah Turner <sturner@cityofwarren.org>

Cc: Craig Treppa <ctreppa@cityofwarren.org>

approve

From: Shanah Turner <sturner@cityofwarren.org>**Sent:** Tuesday, June 4, 2024 9:21 AM**To:** Tom Bommarito <tbommarito@cityofwarren.org>**Cc:** Craig Treppa <ctreppa@cityofwarren.org>**Subject:** SECOND REQUEST City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Good morning Tom. If you could please make this a priority today, we would appreciate it. Thank you

Please review the attached Brivar Construction (ITB-W-0912) payment application no. 8 in the amount of \$684,242.24 and reply to this email with your written authorization for payment approval. DDA meeting is scheduled for tomorrow, June 5, 2024.

Shanah Turner, Assistant Buyer
City of Warren, Purchasing Division
One City Square, Ste 425, Warren, MI 48093
p: 586-574-4638
f: 586-574-4614
sturner@cityofwarren.org
www.cityofwarren.org



From: Craig Treppa <ctreppa@cityofwarren.org>**Sent:** Monday, June 3, 2024 3:56 PM**To:** Tom Bommarito <tbommarito@cityofwarren.org>; Kirk Rehn <krehn@cityofwarren.org>; Tina Gapshes <tgapshes@cityofwarren.org>**Cc:** Shanah Turner <sturner@cityofwarren.org>**Subject:** Fw: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Please review Payment Application #8 and let me know if you approve of its payment. There is a DDA Board meeting on June 5, 2024 that I could get this payment scheduled if you are able to review by tomorrow at noon. I am just worried that the July meeting may be postponed, and would like to process, if possible. Thanks

Craig J. Treppa
Purchasing Agent

Re: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Fire Chief <firechief@warrenfiredept.org>

Tue 6/4/2024 9:29 AM

To: Craig Treppa <ctreppa@cityofwarren.org>; Wilburt McAdams <wmcadams@warrenfiredept.org>; Orrin Ferguson <oferguson@warrenfiredept.org>

Good morning Craig,

The Fire Department approves this payment application.

Regards,

Orrin Ferguson

Warren Fire Chief

City of Warren Fire Department

23295 Schoenherr

Warren, Mi 48089

586-756-2800 Ext 3200

586-774-2120 Fax

firechief@warrenfiredept.org

From: Craig Treppa <ctreppa@cityofwarren.org>

Date: Tuesday, June 4, 2024 at 9:26 AM

To: Wilburt McAdams <wmcadams@warrenfiredept.org>, Orrin Ferguson <oferguson@warrenfiredept.org>

Subject: City of Warren - Fire Station #1 & #5 - PAYMENT APPLICATION #8

Please review Payment Application #8 and let me know if you approve of its payment. There is a DDA Board meeting on June 5, 2024 that I could get this payment scheduled if you are able to review by noon, today. I am just worried that the July meeting may be postponed, and would like to process, if possible. Thanks

Craig J. Treppa

Purchasing Agent

City of Warren, Purchasing Division

One City Square, Suite 425

Warren, MI 48093

Phone: 586-574-4636

Fax: 586-574-4614

Email: ctreppa@cityofwarren.org

www.cityofwarren.org

