



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

FEBRUARY, 2023

DAY	TITLE	TIME	LOCATION
6	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
6	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
9	Zoning Board of Appeals	4:00 PM	Council Chamber 1827 N. Squirrel Road
13	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
14	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
20	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
21	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
28	Public Safety Advisory Committee	5:00 PM	Public Safety Building 1899 N. Squirrel Road

NOTE: Anyone planning to attend the meeting who has need of special assistance under the American's with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be please to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

MARCH, 2023

DAY	TITLE	TIME	LOCATION
6	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
6	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
7	Board of Review Organizational Meeting	9:00 AM	Council Conference Room 1827 N. Squirrel Road
8	Planning Commission	7:00 PM	Council Conference Room 1827 N. Squirrel Road
8	Pension Board/Retiree HealthCare	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Zoning Board of Appeals	7:00 PM	Council Conference Room 1827 N. Squirrel Road
13	Board of Review	9:00 AM	Administrative Conference Room 1827 N. Squirrel Road
13	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
13	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
14	Board of Review	2:00 PM	Administrative Conference Room 1827 N. Squirrel Road
14	Tax Increment Finance Authority	4:00 PM	Council Chamber 1827 N. Squirrel Road
20	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
21	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road

NOTE: Anyone planning to attend the meeting who has need of special assistance under the American's with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be please to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



CITY OF AUBURN HILLS
MONDAY, FEBRUARY 6, 2023

Workshop Session ♦ 5:30 PM

Admin Conference Room, 1827 N. Squirrel Road, Auburn Hills MI

Regular City Council Meeting ♦ 7:00 PM

Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI

248-370-9402 ♦ www.auburnhills.org

Workshop Topic:

- Policy Discussion on Naming Public Buildings, Structures, Roads, etc.

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, January 23, 2023.

5. APPOINTMENTS AND PRESENTATIONS

5a. Introduction of Renee Ries, Volunteer Services Specialist.

5b. Fourth Quarter Investment Report Presentation by Brian Green, AndCo.

5b1. Motion – To receive and file the Fourth Quarter, 2022 Cash Management Investment Performance Report.

6. PUBLIC COMMENT

7. CONSENT AGENDA

All items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7a. Board and Commission Minutes

7a1. Planning Commission/Recreation Commission, December 7, 2022

7a2. Downtown Development Authority Informational Meeting, January 16, 2023

7a3. Downtown Development Authority Regular Meeting, January 16, 2023

7b. Motion – To amend the General Fund General Administration department budget increasing appropriations to include the distribution to the Neighborhood House.

7c. Motion – To approve the replacement of the Civic Center Campus Generator.

7d. Motion – To approve the purchase of a 2023 RAM 1500 SSV.

7e. Motion – To approve the purchase of a 2023 Promaster 2500 NEMT Van.

7f. Motion – To approve the replacement of a Rice Lake 70' x 10' OTR Concrete Deck Truck Scale.

7g. Motion – To approve the purchase and installation of FM Live Software Upgrade.

8. OLD BUSINESS

9. NEW BUSINESS

10. COMMENTS AND MOTIONS FROM COUNCIL

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. CLOSED SESSION

13a. Discussion of Attorney's Opinion Letter

14. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk's Office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 or the City Manager's Office at 248.370.9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 4A

CITY COUNCIL



CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING **DRAFT** MINUTES

JANUARY 23, 2023

CALL TO ORDER: Mayor McDaniel at 7:00 PM.

LOCATION: Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI

Present: Mayor McDaniel, Council Members Carrier, Hawkins, Knight, Marzolf, Verbeke

Absent: Council Member Cionka

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Ballantyne, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, DPW Director Baldante, Mgr. of Public Utilities Deman, Economic Development Mgr. Carroll, Management Assistant Hagge, Engineers Juidici & Driesenga

6 Guests

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, January 9, 2023.

Moved by Carrier, Seconded by Hawkins.

RESOLVED: To approve the City Council Regular Meeting Minutes, January 9, 2023.

VOTE: Yes: Carrier, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.007

Motion Carried (6- 0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Motion – To confirm the appointments of Steve Baldante, Jay Boelter, Ron Moniz, Brandon Skopek, and Tom Tanghe to the Auburn Hills Building Authority.

Moved by Knight, Seconded by Verbeke.

RESOLVED: To confirm the appointment of Steve Baldante, Jay Boelter, Ron Moniz, Brandon Skopek, and Tom Tanghe to the Auburn Hills Building Authority to serve three-year terms ending January 23, 2026.

VOTE: Yes: Carrier, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.008

Motion Carried (6- 0)

5b. Motion – To confirm the reappointment of Chris Slocum to the Brownfield Redevelopment Authority.

Moved by Knight, Seconded by Carrier.

RESOLVED: To confirm the reappointment of Chris Slocum to the Brownfield Redevelopment Authority for a term ending December 31, 2025.

VOTE: Yes: Carrier, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.009

Motion Carried (6- 0)

6. PUBLIC COMMENT

Ms. Florence Etefia of 3035 Debra Court., Auburn Hills, MI thanked City Council for the assistance of the drain issue on Debra Court.

7. CONSENT AGENDA

None

8. OLD BUSINESS

None

9. NEW BUSINESS

9a. Motion – To allow the Director of the DPW to execute the memorandum of understanding to opt-in to the Low-Income Household Water Assistance Program.

Mr. Baldante presented the memorandum of understanding to opt-in to the Low-Income Household Water Assistance Program (LIHWAP) offered through the Michigan Department of Health and Human Services (MDHHS) and administered by Oakland Livingston Human Services Agency (OLHSA). He explained that this program is designed to assist those that are in a disconnect status, with a one-time payment to residents of up to \$1,500 for households that qualify. The funds will be paid by the Office of Community Services Low-Income Household Water Assistance Program within 30 days after approval. The residents who qualify will be notified by OLSHA. The next utility bill will also contain a flier explaining the program.

Moved by Hawkins, Seconded by Marzolf.

RESOLVED: To allow the Director of the Department of Public Works to execute the memorandum of understanding to opt-in to the Low-Income Household Water Assistance Program offered by the Michigan Department of Health and Human Services and administered by Oakland County Livingston Human Service Agency.

VOTE: Yes: Carrier, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 23.01.010

Motion Carried (6- 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Marzolf – He thanked those that helped to make the MLK Day a great event.

Mr. Knight – He asked for an update on the installation of new blinking lights at various locations around the City. Mr. Baldante shared that this is still being evaluated to provide the options for extra safety.

Mayor McDaniel – He shared that the State of the Community event was coming up and that there are many exciting things to share. He also welcomed City Attorney, Alana Ballantyne.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. ADJOURNMENT

Hearing no objections, the Mayor adjourned the meeting at 7:14 PM.

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 5B

FINANCE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Salvatore Vittone, Deputy Treasurer
Submitted: January 30, 2023
Subject: Motion – To receive and file the AndCo Consulting 4th quarter Cash Management Investment Performance Review

INTRODUCTION AND HISTORY

Public Act 213 of 2007 requires local governments to prepare periodic investment reports for presentation to the governing body. The investment of the City's working capital or surplus monies is governed by the City's Investment Policy document which incorporates both state (Public Act 20 of 1943 as amended) and local statutes.

In January of 2011, the City engaged the services of a third-party consultant to provide a level of due diligence beyond internal staff review, perform quarterly reviews of the performance of the City's investment portfolio, and to ensure the City's investment portfolio remains in compliance with Public Act 20. Currently, the City's investment consultant is Brian Green of AndCo Consulting, and Mary Donovan of Insight Investment serves as the City's investment manager.

Beginning in 2015, cash and investment reporting was provided quarterly in a summarized format, to be included on the consent agenda. The City's investment consultant began addressing City Council a minimum of two times during the year, regarding the City's managed cash and investments.

Attached is the 4th quarter 2022 investment performance review condensed report prepared by AndCo Consulting. The select pages include both a Summary and Executive report. These pages provide a summary of the City's asset allocation of investments, past and current performance, market values, and an evaluation. The complete 17-page quarterly report is filed with the City Clerk and available for review at any time.

As has been the practice, AndCo Consulting's report includes only managed cash invested through Insight Investment, the Local Government Investment Pool, Michigan CLASS, and Certificate of Deposits. Cash held by the city for operational needs, in a non-interest-bearing checking account, is not reported.

As of December 31, 2022 (unaudited), there was approximately \$26.7 M available for City operations in the City's operational checking account and allocated as follows:

- \$6.5 M Governmental Funds
- \$9.8 M Enterprise Funds
- \$2.9 M Internal Service Funds
- \$7.5 M Component Unit Funds

STAFF RECOMMENDATION

The staff recommends the acceptance of the 2022 4th quarter ending December 31, 2022 Cash Management Investment Performance review as attached and submitted by AndCo Consulting.

MOTION

Move to receive and file the AndCo Consulting 4th quarter Cash Management Investment Performance Review.

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive, flowing style. The first name "Thomas" is written with a large, looped 'T'. The middle initial "A." is written in a smaller, simpler script. The last name "Tanghe" is written with a large, looped 'T' and a trailing flourish.

THOMAS A. TANGHE, CITY MANAGER

Investment Performance Review
Period Ending December 31, 2022

City of Auburn Hills - Cash Management



CONCLUSIONS

1. Investment Results for the \$96.5 million portfolio managed by Insight Investment and the Finance Director/Treasurer fell below expectations for the quarter and the year. The investment rate of return was +0.28% for the quarter and -1.03% for the past 12 months. These results compare to +0.36% return for T-Bills this quarter, and +1.46% for the past 12 months. While the portfolio has lagged the benchmark for the year, it has significantly outperformed peers over that same time period. Longer term results (trailing 3 year and 5 year) are well ahead of peers.

2. Investment Activity for the quarter:

<u>Manager</u>	<u>Interest</u>	<u>\$ FMV Adjustment</u>	<u>Total</u>
1) Insight Investment	\$275,260	\$212,372	\$487,632
2) Oakland County Invest Pool	\$16,701	(\$2,354)	\$14,347
3) CDs plus J Fund	\$3,824	N/A	\$3,824
4) Michigan CLASS	\$42,082	N/A	\$42,082
5) Michigan CLASS EDGE	\$225,667	\$24,503	\$250,170
TOTAL	\$563,534	\$234,521	\$798,055

3. Investment Activity for the trailing 12 months:

<u>Manager</u>	<u>Interest</u>	<u>\$ FMV Adjustment</u>	<u>Total</u>
1) Insight Investment	\$820,684	(\$2,182,721)	(\$1,362,037)
2) Oakland County Invest Pool	\$43,615	\$3,118	\$46,733
3) CDs plus J Fund	\$6,714	N/A	\$6,714
4) Michigan CLASS	\$87,385	N/A	\$87,385
5) Michigan CLASS EDGE	\$402,491	\$285	\$402,776
TOTAL	\$1,360,889	(\$2,179,318)	(\$818,429)

4. The Average Credit Quality on the portfolio is AAA.

5. General investment guidelines and policies, as well as specific guidelines on safety and liquidity, are being followed.

6. Insight Investment and the Finance Director/Treasurer are earning competitive returns, net-of-fees. The active cash management program is both paying for itself and providing a significantly greater return on investment for the city after more than 10 years. Of note, the professional management of the Cash pools has added \$1,770,688 in additional return since January 2010.

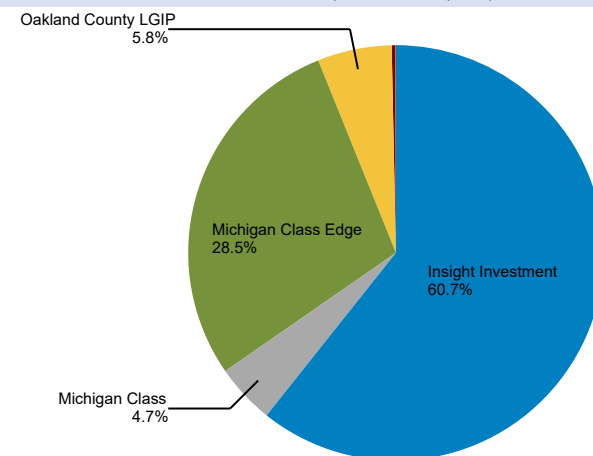
Asset Allocation & Performance

	Allocation		Performance(%)									
	Market Value \$	%	QTR Ending Mar-2022	QTR Ending Jun-2022	QTR Ending Sep-2022	QTR Ending Dec-2022	1 YR	2 YR	3 YR	5 YR	Inception	Inception Date
Aggregate Cash Management	96,542,175	100.0	-1.15	-0.19	-0.55	0.87	-1.03	-0.57	0.46	1.22	0.94	01/01/2010
90 Day U.S. Treasury Bill			0.04	0.11	0.46	0.84	1.46	0.75	0.72	1.26	0.60	
Insight Investment	58,597,409	60.7	-2.01	-0.41	-1.28	0.88	-2.82	-1.61	-0.05	0.94	0.90	01/01/2010
90 Day U.S. Treasury Bill			0.04	0.11	0.46	0.84	1.46	0.75	0.72	1.26	0.60	
IM U.S. Cash Fixed Income (SA+CF) Median			-0.53	-0.20	0.30	0.95	0.40	0.39	0.79	1.48	1.17	
Michigan Class	4,496,034	4.7	0.03	0.17	0.60	0.94	1.76	0.90	0.82	1.36	1.34	05/01/2017
Michigan Class Edge	27,545,650	28.5			0.52	1.00					1.60	05/01/2022
Oakland County LGIP	5,580,598	5.8	0.16	0.12	0.30	0.26	0.84	0.77	1.01	1.40	1.27	05/01/2015
Certificates of Deposit	251,927	0.3	0.11	0.11	0.11	0.32	0.65	0.57	0.88	1.31	0.90	01/01/2010
Comerica Govt Cash	70,557	0.1	0.01	0.11	0.49	0.58	1.20	0.60	0.55	1.09	0.97	03/01/2016

Financial Reconciliation

	Market Value 01/01/2022	Income	Net Investment Gain/Loss	Net Cash Flow	Market Value 12/31/2022
Aggregate Cash Management	85,546,380	1,360,889	-2,179,318	11,814,226	96,542,175
Insight Investment	50,024,486	820,684	-2,182,721	9,934,960	58,597,409
Michigan Class	29,699,654	87,385	-	-25,291,005	4,496,034
Michigan Class Edge	-	402,491	285	27,142,874	27,545,650
Oakland County LGIP	5,535,902	43,615	3,118	-2,036	5,580,598
Certificates of Deposit	250,294	1,634	-	-	251,927
Comerica Govt Cash	36,044	5,080	-	29,433	70,557

December 31, 2022 : \$96,542,175



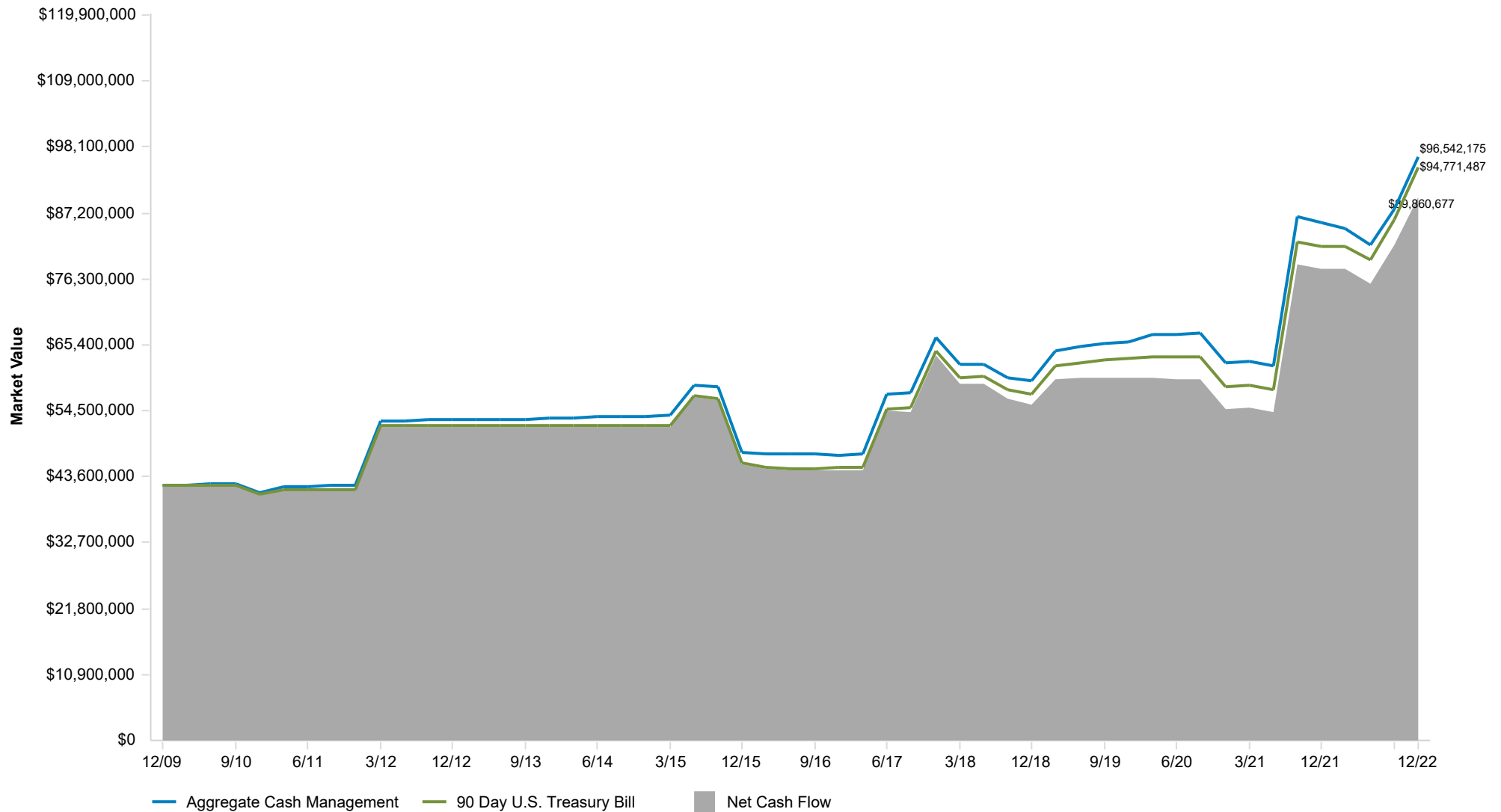
Comparative Performance Trailing Returns
City of Auburn Hills - Cash Management
As of December 31, 2022

Comparative Performance															
	MTH		QTR		YTD		1 YR		3 YR		5 YR		Inception		Inception Date
Aggregate Cash Management	0.28	(14)	0.87	(29)	-1.03	(9)	-1.03	(9)	0.46	(7)	1.22	(4)	0.94	(19)	01/01/2010
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	0.60	(57)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.64		
 Oakland County Investment Pool	 0.05	 (60)	 0.26	 (90)	 0.84	 (7)	 0.84	 (7)	 1.01	 (1)	 1.40	 (1)	 1.27	 (1)	 05/01/2015
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	0.97	(4)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.22		
 Michigan Class	 0.36	 (10)	 0.94	 (17)	 1.76	 (2)	 1.76	 (2)	 0.82	 (1)	 1.36	 (1)	 1.34	 (1)	 05/01/2017
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	1.23	(1)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.27		
 Michigan Class Edge	 0.45	 (1)	 1.00	 (10)	 N/A		 N/A		 N/A		 N/A		 1.60	 (1)	 05/01/2022
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	1.40	(3)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		-1.38		
 Certificates of Deposit	 0.32	 (13)	 0.32	 (89)	 0.65	 (8)	 0.65	 (8)	 0.88	 (1)	 1.31	 (1)	 0.90	 (22)	 01/01/2010
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	0.60	(57)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.64		
 Comerica Govt Cash	 0.35	 (13)	 0.58	 (71)	 1.20	 (4)	 1.20	 (4)	 0.55	 (6)	 1.09	 (6)	 0.97	 (6)	 03/01/2016
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	1.08	(4)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.28		
 Insight Investment	 0.23	 (22)	 0.88	 (28)	 -2.82	 (12)	 -2.82	 (12)	 -0.05	 (8)	 0.94	 (8)	 0.90	 (22)	 01/01/2010
90 Day U.S. Treasury Bill	0.36	(10)	0.84	(34)	1.46	(3)	1.46	(3)	0.72	(2)	1.26	(1)	0.60	(57)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	0.12		0.71		-4.41		-4.41		-0.90		0.27		0.64		
<i>Insight Investment (Net of Fees)</i>	<i>0.23</i>	<i>(22)</i>	<i>0.83</i>	<i>(35)</i>	<i>-2.95</i>	<i>(12)</i>	<i>-2.95</i>	<i>(12)</i>	<i>-0.15</i>	<i>(12)</i>	<i>0.88</i>	<i>(10)</i>	<i>0.82</i>	<i>(30)</i>	

Returns for periods greater than one year are annualized.
Returns are expressed as percentages.

Schedule of Investable Assets
City of Auburn Hills - Cash Management
 January 1, 2010 To December 31, 2022

Schedule of Investable Assets



Schedule of Investable Assets

Periods Ending	Beginning Market Value \$	Net Cash Flow \$	Gain/Loss \$	Ending Market Value \$	%Return
Jan-2010 To Dec-2022	42,139,379	47,721,297	6,681,498	96,542,175	0.94

AndCo compiled this report for the sole use of the client for which it was prepared. AndCo is responsible for evaluating the performance results of the Total Fund along with the investment advisors by comparing their performance with indices and other related peer universe data that is deemed appropriate. AndCo uses the results from this evaluation to make observations and recommendations to the client.

AndCo uses time-weighted calculations which are founded on standards recommended by the CFA Institute. The calculations and values shown are based on information that is received from custodians. AndCo analyzes transactions as indicated on the custodian statements and reviews the custodial market values of the portfolio. As a result, this provides AndCo with a reasonable basis that the investment information presented is free from material misstatement. This methodology of evaluating and measuring performance provides AndCo with a practical foundation for our observations and recommendations. Nothing came to our attention that would cause AndCo to believe that the information presented is significantly misstated.

This performance report is based on data obtained by the client's custodian(s), investment fund administrator, or other sources believed to be reliable. While these sources are believed to be reliable, the data providers are responsible for the accuracy and completeness of their statements. Clients are encouraged to compare the records of their custodian(s) to ensure this report fairly and accurately reflects their various asset positions.

The strategies listed may not be suitable for all investors. We believe the information provided here is reliable, but do not warrant its accuracy or completeness. Past performance is not an indication of future performance. Any information contained in this report is for informational purposes only and should not be construed to be an offer to buy or sell any securities, investment consulting, or investment management services.

Additional information included in this document may contain data provided by from index databases, public economic sources and the managers themselves.

This document may contain data provided by Bloomberg Barclays. Bloomberg Barclays Index data provided by way of Barclays Live.

This document may contain data provided by Standard and Poor's. Nothing contained within any document, advertisement or presentation from S&P Indices constitutes an offer of services in jurisdictions where S&P Indices does not have the necessary licenses. All information provided by S&P Indices is impersonal and is not tailored to the needs of any person, entity or group of persons. Any returns or performance provided within any document is provided for illustrative purposes only and does not demonstrate actual performance. Past performance is not a guarantee of future investment results.

This document may contain data provided by MSCI, Inc. Copyright MSCI, 2017. Unpublished. All Rights Reserved. This information may only be used for your internal use, may not be reproduced or disseminated in any form and may not be used to create any financial instruments or products or any indices. This information is provided on an "as is" basis and the user of this information assumes the entire risk of any use it may make or permit to be made of this information. Neither MSCI, any of its affiliates or any other person involved in or related to compiling, computing or creating this information makes any express or implied warranties or representations with respect to such information or the results to be obtained by the use thereof, and MSCI, its affiliates and each such other person hereby expressly disclaim all warranties (including, without limitation, all warranties of originality, accuracy, completeness, timeliness, non-infringement, merchantability and fitness for a particular purpose) with respect to this information. Without limiting any of the foregoing, in no event shall MSCI, any of its affiliates or any other person involved in or related to compiling, computing or creating this information have any liability for any direct, indirect, special, incidental, punitive, consequential or any other damages (including, without limitation, lost profits) even if notified of, or if it might otherwise have anticipated, the possibility of such damages.

This document may contain data provided by Russell Investment Group. Russell Investment Group is the source owner of the data contained or reflected in this material and all trademarks and copyrights related thereto. The material may contain confidential information and unauthorized use, disclosure, copying, dissemination or redistribution is strictly prohibited. This is a user presentation of the data. Russell Investment Group is not responsible for the formatting or configuration of this material or for any inaccuracy in presentation thereof.

This document may contain data provided by Morningstar. All rights reserved. Use of this content requires expert knowledge. It is to be used by specialist institutions only. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied, adapted or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information, except where such damages or losses cannot be limited or excluded by law in your jurisdiction. Past financial performance is not guarantee of future results.





CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7A1

PLANNING COMMISSION / RECREATION COMMISSION



CITY OF AUBURN HILLS PLANNING COMMISSION/RECREATION COMMISSION MINUTES

NOT YET APPROVED

December 7, 2022

CALL TO ORDER: Vice Chairperson Beidoun called the meeting to order at 7:06 p.m.

ROLL CALL: Present: **Sam Beidoun, Cynthia Pavlich, Chauncey Hitchcock, Brian Marzolf, Ray Saelens**
Absent: Dominick Tringali, Carolyn Shearer, Laura Ochs, Greg Ouellette
Also Present: Director of Community Development Steve Cohen, City Planner Shawn Keenan,
Recreation Director Hegdal, Senior Services Director Karen Adcock, Parks Supervisor Stan Torres
Guests: None

LOCATION: Robert W. Grusnick Public Safety Building, 1899 N. Squirrel Road, Auburn Hills, MI 48326

3. PERSONS WISHING TO BE HEARD

4. APPROVAL OF MINUTES – November 16, 2022

Moved by Saelens to approve the minutes of November 16, 2022.

Second by Hitchcock.

VOTE: Yes: Pavlich, Beidoun, Hitchcock, Marzolf, Saelens

No: None

Motion Carried (5-0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Recognition of former Planning Commission member Robert Pierce

Recognition of former Planning Commission member Robert Pierce will be done at the meeting on February 8, 2023, when Mr. Pierce is able to attend.

6. PETITIONERS – None.

7. SPECIAL PLANNING PROJECTS

7a. Recess as Planning Commission/Convene as Recreation Commission (7:07 p.m.)

Moved by Marzolf to recess as Planning Commission and convene as Recreation Commission.

Second by Saelens.

VOTE: Yes: Pavlich, Beidoun, Hitchcock, Marzolf, Saelens

No: None

Motion Carried (5-0)

7b. Parks and Recreation Master Plan (7:07 p.m.)

Ms. Sage Hegdal presented the first draft of the Parks and Recreation Master Plan update for review. She shared the community assessment results, and the 2019-2023 action items update. She also reviewed the 2024-2028 suggested goals as follows:

1. Provide recreation facilities, programs, and community events that meet the diverse recreational and social

needs of the community.

2. Connect park system with adjacent neighborhoods and business centers via pathways and trails.
3. Develop programming to promote community health and wellbeing.
4. Develop partnerships to enhance programming and events while reducing operating expenses.
5. Center equity by building community where everyone has fair and just access to quality parks and recreation.
6. To utilize green infrastructure to bring additional environmental, health, social and economic benefits to surrounding communities.

The Commission discussed various objectives to aid in meeting these goals. It was the consensus of the Recreation Commission to remove goal #4, as it is already in place in every provision of parks and recreation for the City of Auburn Hills.

The Commission then discussed the 2024-2028 action items and the timing and method of their implementation.

The next steps for the 2024-2028 Master Plan update are as follows:

1. Recreation Department to finalize 2024-2028 Recreation Master Plan – January 2023
2. Final review and approval from Recreation Commission – February 2023
3. Public review and comment – February/March 2023
4. Public hearing and Council adoption of 2024-2028 Recreation Master Plan – April 2023

7c. Adjourn as Recreation Commission/Reconvene as Planning Commission (8:56 p.m.)

Moved by Hitchcock to adjourn as Recreation Commission and reconvene as Planning Commission.

Second by Pavlich.

VOTE: Yes: Pavlich, Beidoun, Hitchcock, Marzolf, Saelens

No: None

Motion Carried (5-0)

8. OLD BUSINESS – None.

9. NEW BUSINESS

9a. Discussion regarding various planning and zoning items

Senior Services Director Karen Adcock provided an update on Phase 2 of the Livable Communities initiative. Community conversations will continue in March 2023. The goal is to have the Action Plan in place by September/October 2023.

Steve Cohen, Director of Community Development, reminded the Commission that they will be looking at the Master Land Use plan in 2023. There are also a number of developments that will be coming before the Planning Commission in 2023.

9b. Cancellation of the January 11, 2023 Planning Commission meeting

The meeting has been cancelled due to a lack of agenda items.

10. COMMUNICATIONS

Mr. Marzolf read the inscription and shared the plaque that will be presented to Mr. Pierce at the February 8, 2023 meeting.

11. NEXT SCHEDULED MEETING

The next scheduled meeting is on February 8, 2023 at 7:00 p.m. in the City Council Chamber.

12. ADJOURNMENT

There being no further business, Vice Chairperson Beidoun adjourned the meeting at 9:07 p.m.

Submitted by:

Susan McCullough, CMC, CMMC

Recording Secretary



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7A2

DOWNTOWN DEVELOPMENT AUTHORITY

“NOT YET APPROVED”

CITY OF AUBURN HILLS DOWNTOWN DEVELOPMENT AUTHORITY INFORMATIONAL MEETING

January 16, 2023

LOCATION: Auburn Hills City Hall – Administrative Conference Room

CALL TO ORDER: Chairman Young called the meeting to order at 5:30 p.m.

ROLL CALL:

Present:	Young, Mayor McDaniel, Gliniecki, Wayne, Bachan
Absent:	Jernigan, Wise, Casey
Also Present:	Stephanie Carroll, Economic Development Manager; Eveonne Roberts, Downtown Engagement Specialist; Chief Adam Massingill, Fire Chief
Guests:	None

PERSONS WISHING TO BE HEARD

None.

REVIEW OF PROJECTS COMPLETED OVER THE LAST YEAR

Ms. Carroll shined light on all that went into creating and rolling out the new branding for Downtown. She also mentioned that event planning for 2023 is in full-swing.

FISCAL YEAR 2023 PLANS

Ms. Carroll stated that the primary focus of this year will be on the continuation of expanding the reach of the new branding into the Downtown footprint with way-finding signage. She further explained that the Board should consider hiring a consultant to research data points from developers, merchants, residents, etc. so that when developers are interested in investing in the downtown, they have reference points and data to support their investment.

Ms. Carroll also announced that the next joint meeting between the TIFA and DDA Boards is to take place in May of 2023 at Hawk Woods.

ADJOURNMENT

Moved by Mr. Wayne to adjourn the DDA Board meeting.

Seconded by Mayor McDaniel

Motion carried

The DDA Board of Directors informational meeting adjourned at 5:33 p.m.

Respectfully submitted,
Eveonne Roberts
Downtown Engagement Specialist



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7A3

DOWNTOWN DEVELOPMENT AUTHORITY

**“Not Yet Approved”
CITY OF AUBURN HILLS
DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

January 16, 2023

LOCATION: Auburn Hills City Hall – Administrative Conference Room

CALL TO ORDER: Chairman Young called the meeting to order at 5:33 p.m.

ROLL CALL:
Present: Young, Mayor McDaniel, Gliniecki, Wayne, Bachan
Absent: Jernigan, Wise, Casey
Also Present: Stephanie Carroll, Economic Development Manager; Eveonne Roberts, Downtown Engagement Specialist; Chief Adam Massingill, Fire Chief

PERSONS WISHING TO BE HEARD

None.

APPROVAL OF MINUTES

A. Regular Meeting Minutes – November 11, 2022

Moved by Mr. Wayne to approve the DDA Regular Meeting Minutes from November 11, 2022.

Seconded by Mayor McDaniel

Motion

Carried

FINANCIAL REPORT

A. FY 2022 Adopted Budget and YTD Summary – December 31, 2022

Ms. Carroll reviewed the financial report for period ending December 31, 2022.

Mr. Gliniecki questioned the exact dollar amounts for the budgeted funding for the Feed Your Soul and SeptemBEER Fest. Ms. Carroll stated that the DDA budgeted \$10,000 to assist in the sponsoring of Feed Your Soul and \$20,000 for SeptemBEERfest.

Mr. Wayne wanted confirmation that there was in fact only one more payment due on the TIFA loan given that what should be the remaining amount does not match what is shown on the income statement. Ms. Carroll stated that there is in fact only one more payment due to close out the loan; however, she would look into the income statement with the Finance Department as to why it is not reflected correctly on the income statement.

Moved by Mr. Wayne to receive and file the financial report for period ending December 31, 2022.

Seconded by Mr. Gliniecki

Motion

Carried

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. Nomination/Appointment of Vice Chairperson to the Board of Directors

I. Chairperson

Ms. Carroll called for nominations for Chairperson of the DDA Board of Directors for 2023.

Moved by Mr. Wayne to appoint Mr. Young as Chairperson to the Downtown Development Authority.

Seconded by Mayor McDaniel

Yes: Young, Mayor McDaniel, Gliniecki, Wayne, Bachan

No: None

Motion

Carried

II. Vice-Chairperson

Ms. Carroll called for nominations for Vice Chairperson of the DDA Board of Directors for 2023.

Moved by Mr. Wayne to appoint Ms. Jernigan as Vice Chairperson to the Downtown Development Authority.

Seconded by Mr. Gliniecki

Yes: Young, Mayor McDaniel, Gliniecki, Wayne, Bachan

No: None

CORRESPONDENCE AND PRESENTATIONS

None.

BOARD MEMBER COMMENTS

Mr. Wayne asked if Haus of Brunch had vacated their space Downtown after noticing they have not been open and have a dump truck parked outside.

Ms. Bachan stated she had heard that another restaurant was trying to move there.

Ms. Carroll clarified that the business had suffered a damaging flood and was in the process of cleaning the space.

EXECUTIVE DIRECTOR UPDATE

Ms. Carroll reminded the Board of the State of the Community taking place Thursday, January 26.

ANNOUNCEMENT OF NEXT MEETING

The next Regular Downtown Development Authority Board of Directors meeting will be held on Monday, March 13, at 5:30 p.m. at City Hall in the Administrative Conference Room.

ADJOURNMENT

Moved by Mr. Wayne to adjourn the DDA Board meeting.

Seconded by Mayor McDaniel

Motion Carried

The DDA Board of Directors meeting adjourned at 6:48 p.m.

Respectfully submitted,
Eveonne Roberts
Downtown Engagement Specialist



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7B

TREASURY/FINANCE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Andrew Hagge, Management Assistant; Chris Winter, Accountant
Submitted: January 26, 2023
Subject: Motion – Amend the General Fund General Administration department budget increasing appropriations to include the distribution of \$80,000 to Neighborhood House

INTRODUCTION AND HISTORY

The City received \$2.6 million in federal funding from the American Rescue Plan Act (ARPA) of 2021. Funds are currently held in a deferred state and are not recognized as revenue until disbursed or expended.

On January 9, 2023, City Council approved an \$80,000 expenditure of ARPA funds to be administered by Rochester Area Neighborhood House, Inc. to benefit Auburn Hills residents. However, the 2023 General Fund General Administration budget should have included an increase in appropriations to reflect this distribution.

STAFF RECOMMENDATION

Staff recommends amending the General Fund General Administration department increasing appropriations \$80,000 to reflect the distribution. The net effect to the General Fund will be \$0 since \$80,000 of deferred revenue will be recognized as revenue in this department as part of this transaction. Current appropriations of the General Administration department will increase to \$1,746,821 from the current appropriations of \$1,666,821.

MOTION

Move to amend the General Fund General Administration department budget to increase appropriations by \$80,000.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7C

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties
Submitted: February 1, 2023
Subject: Motion – Approve the Replacement of the Civic Center Campus Generator

INTRODUCTION AND HISTORY

One of Municipal Properties' core services is the maintenance and operation of seven emergency power generators. These backup generators provide electricity for all city buildings that provide critical essential services for the residents of Auburn Hills. Generator maintenance is essential for the proper functioning of a system, while also minimizing the risk for accidents, damage, and more costly repairs down the line. Additionally, routine maintenance helps to ensure that our generators will run smoothly and efficiently during a power failure. As part of our maintenance program, each generator is exercised once per week and a thorough inspection is conducted every month by an Auburn Hills City Technician. The city also has a generator maintenance contract with PM Technologies for annual inspections along with an annual load bank test for each generator. Load bank testing allows a standby generator to be tested and exercised to verify its overall reliability, and its ability to run at its full rated KW output.

During a recent monthly inspection of the Civic Center Campus generator, a deficiency in the engine was identified. This generator, which was installed in 1990, services critical infrastructure and services for City Hall, Fire Administration, the Library, and many additional auxiliary buildings in the event of a power failure. After a service call was placed with PM Technologies, they conducted an oil and fuel test to help determine the cause and extent of the engine issues. Their initial findings indicated contaminants in the oil such as antifreeze and metal particulates, but no sign of severe damage to the engine was present. A recommendation by PM Technologies was made to rebuild the engine at a cost \$40,000-\$50,000. This work was estimated to take approximately eight (8) weeks. Additionally, a rental generator to provide temporary backup support was estimated to be \$5,000 per month, totaling the estimated project cost at \$80,000-\$90,000.

After researching companies who are certified to work on Detroit Diesel Engines, staff contacted W.W. Williams Power Solutions to conduct a deeper diagnosis of the engine's current condition and provide staff with a second opinion. While no significant engine damage was found, they also recommended an engine rebuild as the solution for an estimated \$54,546.

As a result of these excessive repair estimates, staff has determined that replacement of this 400 kW Diesel generator is the more prudent direction. Moreover, the existing generator is 32 years old and budgeted for replacement in 2025. The city has predominantly all Cummins generators and it is staff's recommendation, for maintenance and repair reasons, that we continue with the same manufacturer. Cummins has provided Auburn Hills with a replacement generator quote (Exhibit A) using their Sourcewell cooperative contract pricing. The quote for a new 450 kW generator comes to \$106,220. This quote also includes replacing the existing transfer switch and adding an additional manual transfer switch at a cost of \$14,880 (Exhibit B). A budget amendment will be required for this proposed acquisition. The city has used cooperative bids throughout the years to purchase a variety of items that include vehicles, equipment, and road salt. The cooperative bids that are used most often are the State of Michigan MiDEAL, the Oakland County Cooperative, Sourcewell, and the Rochester Hills Consortium. These cooperative bids are based on larger volumes which result in lower prices, a high-quality contract, and meet the spirit of the Purchasing Ordinance.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of a 450kW Cummins generator, including transfer switches, totaling \$121,100 (account# 101-265-933.000) from Cummins using their Sourcewell cooperative purchasing contract #092222-CMM. Furthermore, staff recommends an equal amendment to the 2023 budget in support of this purchase. It is important to note that the 450kW generator is today's equivalent to the 400kW generator installed in 1990.

MOTION

Move to approve the purchase of a 450kW Cummins generator, including transfer switches, in the amount of \$121,100 and to amend the 2023 Facilities division budget with an increase in appropriations of \$121,100.

I CONCUR:



BRANDON SKOPEK, ASSISTANT CITY MANAGER

January 13, 2023

Prepared by

Dennis Robak
(248) 207-2876
mb596@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
1	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Limited Range, 125/105C Steel Weather Protective Enclosure, with Exhaust System Enclosure Color - Green, Steel Fuel Tank - Sub Base, 600 Gallon, UL142 Compliant Compliance - Fuel Tank, Michigan Listing, ULC - S601 - 07 Alarm - High Fuel Level, External with OFPV Override Fuel Water Separator Spill/Fill Box - Fuel with OFPV Vent Extension - Fuel Tank, 5 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller LCD Control Display Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Terminal Box, Left-None Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Circuit Breaker or Entrance Box or Terminal Box, Left-None Bottom Entry, Right Auxiliary contacts/Trip Alarm - Single Circuit Breaker Shunt Trip - 24 Volts DC, Single Circuit Breaker Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, 40C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, Below 40F Ambient Temperature Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	1	\$ 98,850.00
2	24VDC Engine Starting Batteries - 1155CCA	1	
3	Delivery of Equipment to Jobsite	1	
4	Service - start up & testing	1	
5	Service - load bank testing	1	
6	Remote Emergency Stop Station in a NEMA 3R Enclosure - Break Glass Style	1	
7	OTECC, OTEC Transfer Switch-Electronic Control: 300A/400A/600A OTEC600, Transfer Switch, PowerCommand, 600 Amp	1	\$ 7,370.00

Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC PC40 Control Auxiliary Relay - 24 Volts DC Coil Auxiliary Relay - Switch in Emergency Position - 24 Volts DC Auxiliary Relay - Switch In Normal Position - 24 Volts DC Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Transfer Switch Warranty - 2 Year Comprehensive		
---	--	--

TOTAL: \$ 106,220.00

Quote value does not include any tax.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
 Fuel and permits, unless listed above, is not included.
 Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
 Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Dennis Robak
mb596@cummins.com
 (248) 207-2876

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

 Authorized Signature

 Date

 Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities



January 25, 2023

Prepared by

Dennis Robak
(248) 207-2876
mb596@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Delivery of Equipment to Jobsite	1
2	TMTS-1 Manual Transfer Switch Docking Station 600A	1

TOTAL: \$ 14,880.00

Quote value does not include any tax.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Dennis Robak
mb596@cummins.com
(248) 207-2876

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Quotation: Auburn Hills City Hall MTS Cummins "Sourcewell"

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7D

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: January 26, 2023
Subject: Motion – Approve the Purchase of a 2023 RAM 1500 SSV

INTRODUCTION AND HISTORY

On November 8, 2022, the city's special investigations unit of the police department was assisting in an investigation with a neighboring community. During the investigation, it became necessary to box-in the vehicle that the suspect was driving. The suspect then rammed AP2015, a 2020 Chrysler Voyager with 59,115 miles on it, in an attempt to flee the scene. The initial repair estimate was \$18,604 without tearing anything apart to find items not apparently damaged (exhibit 1 is an email estimate – done as an email so as not to charge the city). Other vans with similar specifications are being sold at dealers between \$19,000 and \$22,000. This van was repaired approximately a year ago for a similar circumstance. Staff believes that a truck would better suit the position's needs and would be less prone to damage from ramming. Quotes were obtained through the State of Michigan's MiDEAL contract for a 1500 SSV (police model) and non-SSV 1500 RAM pick-up with the SSV coming in at the cheaper price. Since this vehicle was not in the budget for replacement, a budget amendment will be needed.

This 2023 RAM 1500 SSV will be purchased under the MiDEAL contract #071B7700183 (State of Michigan contract) with LaFontaine Chrysler Dodge Jeep Ram FIAT of Lansing, MI for \$37,992.00. That includes a 3-year/ 36,000-mile bumper to bumper warranty and a 5-year/ 60,000-mile powertrain warranty. We have used cooperative bids throughout the years to purchase a variety of items that include vehicles, equipment, and road salt. The cooperative bids that are used most often are the State of Michigan MiDEAL, the Oakland County Cooperative, Sourcewell, and the Rochester Hills Consortium. These cooperative bids are based on larger volumes which result in lower prices, a high-quality contract, and meet the spirit of the Purchasing Ordinance.

STAFF RECOMMENDATION

Staff recommends amending the 2023 fleet operating budget for vehicles (661-594-981.000) by \$37,992.00 and approving the purchase of a 2023 RAM 1500 SSV for \$37,992.00 from LaFontaine Chrysler Dodge Jeep Ram FIAT of Lansing, MI under the MiDEAL contract #071B7700183. Funding for the purchase is available via account number 661-594-981.000 following the proposed budget amendment.

MOTION

Move to amend the 2023 fleet operating budget for vehicles and approve the purchase of a 2023 RAM 1500 SSV for \$37,992.00 from LaFontaine Chrysler Dodge Jeep Ram FIAT of Lansing, MI under the MiDEAL contract.

EXHIBITS

Exhibit 1 – Email Containing Repair Estimate
Exhibit 2 – Vehicle Quote

I CONCUR:

A handwritten signature in cursive script, appearing to read "Brandon Skopek".

BRANDON SKOPEK, ASSISTANT CITY MANAGER

From: [Skelly, William](#)
To: [Hefner, Jason](#)
Subject: Fwd: Voyager
Date: Thursday, November 17, 2022 3:52:10 PM

Hey Jason. I just got this from Hamlin. Let me know what your thoughts are. Thanks

Get [Outlook for iOS](#)

From: Skelly, William <wskelly@auburnhills.org>
Sent: Thursday, November 17, 2022 3:48:41 PM
To: CARSTAR Hamlin Collision Center (MI) <hamlincollision@carstarusa.com>
Subject: Re: Voyager

Thank you Chris. I will get that over to whoever needs to see it and get a hold of you once I hear something back.

Get [Outlook for iOS](#)

From: CARSTAR Hamlin Collision Center (MI) <hamlincollision@carstarusa.com>
Sent: Thursday, November 17, 2022 3:41:22 PM
To: Skelly, William <wskelly@auburnhills.org>
Subject: Voyager

Will,

This one is at \$18,604.00 right now and highly subjective to change. So hopefully this helps I know the harness has damage just not sure which one. Sometimes the fuse box takes a hit and we have to replace the whole box and harness.

Best Regards,

Chris Homrich

Owner

☐ (248) 844-9690

CARSTAR Hamlin Collision Center
1527 W. Hamlin Road
Rochester Hills, MI 48309



Proud Member of Driven Brands™

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name: City of Auburn Hills

Address:

City: State MI

Contact: Jason Hefner

Phone: 248.364.6931

Email: jhefner@auburnhills.org

Date: 1/26/2023

Quote # 012623

State of Michigan		
2023 Ram SSV Crew Cab 4x4		\$36,047.00
27D	5.7L V8 Hemi	
PXJ	Diamond Black	\$100.00
D7X8	Black Cloth Front Bench w/ Vinyl Rear	\$50.00
GFA	Rear Window Defroster	\$195.00
CS7	Tri-Fold Tonneau Cover	\$595.00
XHC	Trailer Brake Control	\$295.00
CKE	Carpet Floor covering	\$125.00
AJB	Remote Start & Security Alarm	\$395.00
Note per contract delivery is available @ \$2.00 per one way mileage.		
95 x 2.00 = 190.00		\$190.00
Total Cost:		\$37,992.00

Signed Michelle Deacon



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7E

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: January 26, 2023
Subject: Motion – Approve Purchase of a 2023 Promaster 2500 NEMT Van

INTRODUCTION AND HISTORY

In 2021, the City created a transit committee to research different options in regards to the SMART millage and the way that SMART interacts with our Senior Department. One of the issues discovered was that the maintenance department at SMART was not very expedient in repairs for buses leased to local governments. In the research of different options, the RAM Promaster 2500 NEMT Van was discovered. Because of an uncertainty of direction with the SMART millage, staff erred on the side of caution and budgeted for 2 of these vans (at \$70,000 ea.) in the event that there was a need to expand the fleet to cover the loss of SMART. On July 25, 2022, a vehicle turned from a side-street across the lane where our driver was driving the Senior's 2018 Chrysler Pacifica minivan. The repair estimate for this vehicle is \$18,662.98 while Kelly Blue Book lists the value at \$18,170. When looking at options for replacement, the Promaster 2500 NEMT Van became the ideal replacement because it has a wheelchair lift like the SMART buses so it can be utilized more when a bus has to go to the dealer for repair (Summer of 2021, the Seniors went without 1 of the 2 buses for a total of 3 months). A modular floor covering the entire area behind the front seats is included that will accommodate up to 12 chairs (that lock into the floor and have 2 wheels on the rear for easy movement), up to 4 wheelchairs, or multiple combinations in between. Because of a growing large delivery corporation that is buying up any delivery vehicle that can be found, an electric version is not possible at this time. The vehicle was put out to bid on January 12th and there was one bid returned on January 26th at the time of the opening. That bid was placed by Mobilityworks of Madison Heights, MI for \$79,191.00. The van chassis will have a 3-year/36,000-mile bumper to bumper warranty with a 5-year/60,000-mile powertrain warranty. The upfit will have a 3-year/36,000-mile warranty as well (more than the requested 1 year). Mobilityworks has a great reputation having provided vans and equipment to the U.S. General Services Administration, Lapeer County Department of Veterans Affairs, and Huron Valley Ambulance.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of a 2023 RAM Promaster 2500 NEMT Van from Mobilityworks of Madison Heights, MI for \$79,191.00. Funding for the purchase is available via account number 661-594-981.000.

MOTION

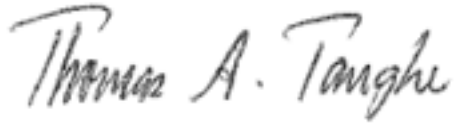
Move to approve of the purchase of a 2023 RAM Promaster 2500 NEMT Van from Mobilityworks of Madison Heights, MI for \$79,191.00.

EXHIBITS

Exhibit 1 – Repair Estimate

Exhibit 2 – Mobilityworks Quote Included with Bid

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive style with a large, stylized 'T' and 'A'.

THOMAS A. TANGHE, CITY MANAGER



CARSTAR HAMLIN COLLISION CENTER

"Relax, We'll Take It From Here!"
1527 W HAMLIN RD, ROCHESTER, MI 48309
Phone: (248) 844-9690
FAX: (248) 844-9691

Workfile ID: 0bb2f844
Federal ID: 45-4580894
State ID: F163949
License Number: M255815

Preliminary Supplement 1 with Summary

RO Number: 3824

Written By: Chris Homrich*

Insured: City Of Auburn Hills
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
City Of Auburn Hills
1500 Brown Road
Auburn Hills, MI 48326
(248) 343-5104 Cell
(248) 420-9091 Business

Inspection Location:
CARSTAR HAMLIN COLLISION CENTER
1527 W HAMLIN RD
ROCHESTER, MI 48309
Repair Facility
(248) 844-9690 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

VIN: 2C4RC1DG2HR502067	Interior Color: black	Mileage In:	Vehicle Out:
License: 108796	Exterior Color: Silver	Mileage Out:	
State: MI	Production Date: 4/2016	Condition:	Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Dual Power Sliding Doors

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

Get live updates at www.carwise.com/e/4ieAur

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	!!! THIS ESTIMATE IS PRELIMINARY UPON DISASSEMBLY !!!		1			
2	#	S01 ***** not 100% disassembly additional items may be needed ***		1			
3	SERVICE NOTES						
4	#	Subl FOUR WHEEL ALIGNMENT		1	96.99 X		
5	FRONT BUMPER & GRILLE						
6		O/H front bumper				3.9	
7	* <>	Repl Bumper cover	68312409AB	1	<u>529.50</u>	Incl.	3.3
8		Add for Clear Coat					1.3
9		Repl RT Side bracket	68229138AC	1	7.55	Incl.	
10		Repl RT Deflector	68305244AA	1	9.45	Incl.	
11	#	S01 Repl Main harness	68399292AC	1	593.00	4.0 M	
12	#	S01 Repl Forward Harness	68358446AF	1	255.00	2.0 M	
13	**	S01 Repl A/M CAPA Lower grille	68312410AC	1	116.00	Incl.	
14	**	S01 Repl A/M CAPA Absorber	68252872AA	1	71.00	Incl.	
15	**	S01 Repl A/M Impact bar w/o adaptive cruise (ALU)	68227661AB	1	344.00	1.2	
16	FRONT LAMPS						
17	**	S01 Repl A/M CAPA RT Headlamp assy	68228944AH	1	311.00	0.5	
18		S01 Aim headlamps				0.5	
19		Repl RT Side marker lamp	68229422AA	1	22.20	Incl.	
20		S01 Repl RT Headlamp assy mount bracket	68329839AA	1	38.75	Incl.	
21	RADIATOR SUPPORT						
22	**	S01 Repl A/M CAPA Radiator support	68292241AB	1	480.00	1.3	
23	COOLING						
24		S01 R&I Radiator w/o hybrid w/o towing pkg			m	3.4 M	
25		S01 R&I Fan assy w/o hybrid w/o towing pkg			m	Incl.	
26	*	S01 R&I Trans cooler			m	<u>Incl.</u>	
27	AIR CONDITIONER & HEATER						
28		S01 R&I Condenser to 05/12/17			m	1.3 M	
29	HOOD						
30	**	Repl A/M CAPA Hood (ALU)	68185639AC	1	839.00	1.9	3.0
31		Overlap Major Non-Adj. Panel					-0.2
32		Add for Clear Coat					0.6
33		Add for Underside(Complete)					1.5
34		S01 Repl Front seal	68243221AA	1	14.90	Incl.	
		Note: ONE TIME USE PART					
35	FENDER						
36		Blnd LT Fender w/o hybrid (HSS)					1.0

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

37		R&I	LT Fender liner				0.4	
38		Repl	RT Fender liner	68477540AA	1	99.05	Incl.	
39	**	Repl	A/M CAPA RT Fender w/o hybrid (HSS)	68372876AC	1	305.00	2.4	2.0
40			Overlap Major Adj. Panel					-0.4
41			Add for Clear Coat					0.3
42			Add for Edging					0.5
43		Repl	RT Silencer	68225662AD	1	33.20	Incl.	
44		Repl	RT Fender bracket	68233976AB	1	2.15	0.1	
45		Repl	RT Seal	68282018AA	1	13.05	Incl.	
46	*	S01	Rpr RT Rail assy w/o hybrid (HSS)			s	<u>3.5</u>	<u>0.8</u>
47	*	S01	Rpr RT Strut tower w/o hybrid (HSS)			s	<u>4.5</u>	0.7
48		S01	Overlap Minor Panel					-0.2
49	#	S01	Rpr RT fender bracket				2.0	0.3
Note: Time is to repair extremely damaged fender bracket that is only available with the apron reinf assy.								
50	FRAME							
51	#	S01	Rpr PULL / ALIGN UNIBODY/FRAME				5.0 F	
52	#		Rpr SET UP AND MEASURE - FRAME/UNIBODY				1.5	
53	WHEELS							
54	*	Repl	RT/Front Wheel, alloy 17" wheel 5 double spoke	5ZA29GSAAB	1	<u>254.23</u> m	0.3	
55	#	Subl	MOUNT AND BALANCE		1	30.00 X		
56	#	S01	Repl Tire		1	175.00		
57	FRONT SUSPENSION							
58			O/H frt susp rt			m	3.2 M	
59		Repl	RT Hub & bearing	68522906AA	1	264.00 m	Incl.	
60		Repl	RT Strut w/o AWD normal duty susp	68294280AF	1	175.00 m	Incl.	
61		Repl	RT Knuckle w/o AWD	68189018AD	1	269.00 m	Incl.	
62			Deduct for Overlap				Incl.	
63		Repl	RT Stabilizer link	68313384AA	1	53.90 m	Incl.	
64			Deduct for Overlap				Incl.	
65		S01	Repl RT Lower cntrl arm w/o AWD	5274642AA	1	591.00 m	Incl.	
66		S01	Deduct for Overlap				Incl.	
67		S01	Repl Axle assy nut	6509298AA	1	11.30		
Note: ONE TIME USE PART								
68		S01	Repl RT Axle assy w/o hybrid	68494386AA	1	543.00 m	1.1 M	
69		S01	Deduct for Overlap				-0.8 M	
70		S01	Repl RT Spring w/o AWD code ZBE, ZPE	68238134AB	1	119.00 m	Incl.	
71		S01	Repl RT Isolator lower	68194692AB	1	12.95	Incl.	
72		S01	Repl RT Isolator upper	5151024AB	1	24.30	Incl.	
73		S01	Repl RT Mount	68369289AA	1	131.00	Incl.	
74		S01	Repl RT Bearing	4721602AB	1	50.10	Incl.	
75		S01	Repl RT Knuckle nut	6502698	2	12.40		

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

76		S01	Repl	RT Knuckle bolt	6505664AA	2	20.20		
77				STEERING GEAR & LINKAGE					
78	**	S01	Repl	A/M RT Outer tie rod	68318142AB	1	69.20 m	0.6 M	
79		S01		Deduct for Overlap				-0.3 M	
80				WINDSHIELD					
81		S01	Repl	Washer reservoir	68321418AA	1	40.55	0.4	
82				COWL					
83		S01	Repl	RT Side seal	68228476AC	1	18.55	Incl.	
84		S01	R&I	LT Side seal				Incl.	
85		S01	R&I	Cowl grille				0.7	
				Note: must remove to replace RT apron					
86				ROOF					
87		S01	R&I	RT Roof molding front				0.6	
88		S01	Repl	RT Roof molding rear	68259788AE	1	24.05	0.2	
				Note: ONE TIME USE PART					
89				PILLARS, ROCKER & FLOOR					
90	*	S01	Repl	RT Glass assy Chrysler chrome	68227746AE	1	224.00	<u>0.0</u>	
91		S01	R&I	RT Rocker molding				Incl.	
92	*	S01	Rpr	RT Aperture panel				<u>16.0</u>	3.0
93				Overlap Major Adj. Panel					-0.4
94	*			Add for Clear Coat					0.5
95	*	S01	Rpr	RT Rocker molding				<u>2.5</u>	2.0
96		S01		Overlap Major Non-Adj. Panel					-0.2
97	*	S01		Add for Clear Coat					0.4
98		S01	Repl	RT Scuff plate front gray	5RH88PD2AF	1	42.20	0.2	
99		S01	Repl	RT Scuff plate center, w/o hybrid gray	5RH86PD2AF	1	54.95	0.2	
100				FRONT DOOR					
101			Repl	RT Applique	68187812AE	1	51.45	0.3	
102	*		Repl	LKQ RT door assy +30%	68186766AJ	1	1,235.00	<u>5.6</u>	3.1
103				Overlap Major Adj. Panel					-0.4
104	*			Add for Clear Coat					0.5
105			Repl	RT Belt molding	68188736AB	1	24.05	0.2	
106			Repl	RT Lower molding	68228674AB	1	170.00	0.3	
107	#		R&I	De-trim used door				2.5	
108	*	S01	Rpr	RT Power mirror man fold,w/o painted base,w/o blnd spot black crystal				<u>1.0</u>	0.9
109		S01		Overlap Minor Panel					-0.2
110	*	S01		Add for Clear Coat					0.1
111		S01	Repl	RT Upper hinge	68269775AC	1	62.35	0.3	0.3
112	*	S01		Add for Clear Coat					0.1
113		S01	Repl	RT Lower hinge	68269773AA	1	20.50	0.3	0.3
114	*	S01		Add for Clear Coat					0.1
115		S01	R&I	RT W'strip on body				0.4	
116		S01	Repl	RT Door w'strip	68188724AE	1	78.90	0.7	

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

Note: ONE TIME USE PART								
117	#	S01	Repl	RT front trim panel	5RP602D2AK	1	811.00	0.2
118	SIDE LOADING DOOR							
119	*	S01	Rpr	RT Door shell (ALU)				10.0 2.6
120				Overlap Major Adj. Panel				-0.4
121	*			Add for Clear Coat				0.4
122			Repl	RT Belt w'strip w/chrome	68188798AF	1	89.75	0.3
123			Repl	RT Lower molding	68228676AB	1	97.10	0.3
124	*		R&I	RT Handle, inside black				0.2
125			R&I	RT Handle, outside w/o chrome insert, w/power slider black crystal				0.3
126			R&I	RT R&I trim panel				0.7
127			Repl	RT Applique front	68234032AF	1	57.00	0.3
128		S01	R&I	RT W'strip on body				0.4
129	SIDE PANEL							
130	*		Rpr	RT Side panel				3.0 2.7
131				Overlap Major Non-Adj. Panel				-0.2
132	*			Add for Clear Coat				0.5
133			R&I	RT Wheelhouse liner				0.4
134	#		Refn	DENIB / POLISH				1.3
135		S01	Repl	RT Applique panel	68227308AF	1	68.45	0.2
Note: ONE TIME USE PART								
136		S01	Repl	RT Window molding chrome	68497496AA	1	239.00	0.3
Note: ONE TIME USE PART								
137	REAR LAMPS							
138			R&I	RT Tail lamp quarter panel mounted w/o LED				0.3
139	REAR BUMPER							
140	*		R&I	R&I bumper cover				1.0
Note: Drop one side								
141	VEHICLE DIAGNOSTICS							
142	#			Inspection Scan Domestic		1	89.95 X	0.5 M
143	#			Completion Scan Domestic		1	119.95 X	0.5 M
144	MISCELLANEOUS OPERATIONS							
145			Repl	Cover car/bag		1		0.2
146	#			COLOR TINT FOR BLENDABLE MATCH		1		0.5
147	**		Repl	A/M ONE TIME CLIPS AND FAST		1	35.00	
148	**		Repl	A/M Caulk		1	20.66 X	1.0
149	#			HAZARDOUS WASTE REMOVAL		1	3.00 X	
150	#		Rpr	MASK FOR PRIMER				0.4
151	#			Cavity Wax		1	15.00 T	0.4
152	#			RUSTPROOFING		1	6.00 T	0.4
153	#	S01		GLASS REMOVAL RT QUARTER GLASS		2	210.00 X	

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

154	#	S01	*** service airbag light up ****	1			
			Note: after prescan more parts will need to be replaced to clear airbag code, prescan was not done				
155	#	S01	1234 YF Per pound	1	169.40	2.5	M
SUBTOTALS				11,064.18	99.7	32.0	

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					10,472.63
Body Labor	76.7 hrs	@		\$ 44.00 /hr	3,374.80
Paint Labor	32.0 hrs	@		\$ 44.00 /hr	1,408.00
Mechanical Labor	18.0 hrs	@		\$ 90.00 /hr	1,620.00
Frame Labor	5.0 hrs	@		\$ 60.00 /hr	300.00
Paint Supplies	32.0 hrs	@		\$ 28.00 /hr	896.00
Miscellaneous					591.55
Subtotal					18,662.98
Grand Total					18,662.98
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					18,662.98

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

SUPPLEMENT SUMMARY

Line			Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
Changed Items										
6	*	<>		Repl	Bumper cover	68312409AB	1	-529.50	Incl.	-3.3
7	*	<>	S01	Repl	Bumper cover	68312409AB	1	529.50	Incl.	3.3
NOTE: Promotional Price: \$529.50										
31	#			Rpr	PULL / ALIGN UNIBODY/FRAME			-4.0	F	
51	#		S01	Rpr	PULL / ALIGN UNIBODY/FRAME			5.0	F	
34	*			Repl	RT/Front Wheel, alloy 17" wheel 5 double spoke	5ZA29GSAAB	1	-254.23	m	-0.3
54	*		S01	Repl	RT/Front Wheel, alloy 17" wheel 5 double spoke	5ZA29GSAAB	1	254.23	m	0.3
NOTE: Promotional Price: \$254.23										
45				Repl	RT Glass assy Chrysler chrome	68227746AE	1	-224.00		-1.3
90	*		S01	Repl	RT Glass assy Chrysler chrome	68227746AE	1	224.00	0.0	
49	*			Rpr	RT Aperture panel			-12.0		-3.0
92	*		S01	Rpr	RT Aperture panel			16.0		3.0
61	*			Rpr	RT Door shell (ALU)			-8.0		-2.6
119	*		S01	Rpr	RT Door shell (ALU)			10.0		2.6
Deleted Items										
28	*			Rpr	RT Apron reinf w/o hybrid (UHS)			s	-3.0	-1.1
29					Add for Clear Coat					-0.2
46				Repl	RT Rocker molding	5RP20TZZAG	1	-328.00	Incl.	-2.0
47					Overlap Major Non-Adj. Panel					0.2
48	*				Add for Clear Coat					-0.4
76	*			R&I	RT Window molding chrome				-0.3	
Added Items										
2	#		S01		**** not 100% disassembly additional items may be needed ***		1			
11	#		S01	Repl	Main harness	68399292AC	1	593.00	4.0	M
12	#		S01	Repl	Forward Harness	68358446AF	1	255.00	2.0	M
13	**		S01	Repl	A/M CAPA Lower grille	68312410AC	1	116.00	Incl.	
14	**		S01	Repl	A/M CAPA Absorber	68252872AA	1	71.00	Incl.	
15	**		S01	Repl	A/M Impact bar w/o adaptive cruise (ALU)	68227661AB	1	344.00	1.2	
17	**		S01	Repl	A/M CAPA RT Headlamp assy	68228944AH	1	311.00	0.5	
18			S01		Aim headlamps			0.5		
20			S01	Repl	RT Headlamp assy mount bracket	68329839AA	1	38.75	Incl.	
21	RADIATOR SUPPORT									
22	**		S01	Repl	A/M CAPA Radiator support	68292241AB	1	480.00	1.3	
23	COOLING									
24			S01	R&I	Radiator w/o hybrid w/o towing pkg			m	3.4	M

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

25		S01	R&I	Fan assy w/o hybrid w/o towing pkg				m	Incl.	
26	*	S01	R&I	Trans cooler				m	<u>Incl.</u>	
27	AIR CONDITIONER & HEATER									
28		S01	R&I	Condenser to 05/12/17				m	1.3	M
34		S01	Repl	Front seal	68243221AA	1	14.90		Incl.	
				NOTE: ONE TIME USE PART						
46	*	S01	Rpr	RT Rail assy w/o hybrid (HSS)				s	<u>3.5</u>	<u>0.8</u>
47	*	S01	Rpr	RT Strut tower w/o hybrid (HSS)				s	<u>4.5</u>	0.7
48		S01		Overlap Minor Panel						-0.2
49	#	S01	Rpr	RT fender bracket					2.0	0.3
				NOTE: Time is to repair extremely damaged fender bracket that is only available with the apron reinf assy.						
56	#	S01	Repl	Tire		1	175.00			
65		S01	Repl	RT Lower cntrl arm w/o AWD	5274642AA	1	591.00	m	Incl.	
66		S01		Deduct for Overlap					Incl.	
67		S01	Repl	Axle assy nut	6509298AA	1	11.30			
				NOTE: ONE TIME USE PART						
68		S01	Repl	RT Axle assy w/o hybrid	68494386AA	1	543.00	m	1.1	M
69		S01		Deduct for Overlap					-0.8	M
70		S01	Repl	RT Spring w/o AWD code ZBE, ZPE	68238134AB	1	119.00	m	Incl.	
71		S01	Repl	RT Isolator lower	68194692AB	1	12.95		Incl.	
72		S01	Repl	RT Isolator upper	5151024AB	1	24.30		Incl.	
73		S01	Repl	RT Mount	68369289AA	1	131.00		Incl.	
74		S01	Repl	RT Bearing	4721602AB	1	50.10		Incl.	
75		S01	Repl	RT Knuckle nut	6502698	2	12.40			
76		S01	Repl	RT Knuckle bolt	6505664AA	2	20.20			
77	STEERING GEAR & LINKAGE									
78	**	S01	Repl	A/M RT Outer tie rod	68318142AB	1	69.20	m	0.6	M
79		S01		Deduct for Overlap					-0.3	M
80	WINDSHIELD									
81		S01	Repl	Washer reservoir	68321418AA	1	40.55		0.4	
82	COWL									
83		S01	Repl	RT Side seal	68228476AC	1	18.55		Incl.	
84		S01	R&I	LT Side seal					Incl.	
85		S01	R&I	Cowl grille					0.7	
				NOTE: must remove to replace RT apron						
86	ROOF									
87		S01	R&I	RT Roof molding front					0.6	
88		S01	Repl	RT Roof molding rear	68259788AE	1	24.05		0.2	
				NOTE: ONE TIME USE PART						
91		S01	R&I	RT Rocker molding					Incl.	
95	*	S01	Rpr	RT Rocker molding					<u>2.5</u>	2.0
96		S01		Overlap Major Non-Adj. Panel						-0.2
97	*	S01		Add for Clear Coat						0.4
98		S01	Repl	RT Scuff plate front gray	5RH88PD2AF	1	42.20		0.2	

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

99		S01	Repl	RT Scuff plate center, w/o hybrid gray	5RH86PD2AF	1	54.95	0.2	
108	*	S01	Rpr	RT Power mirror man fold,w/o painted base,w/o blnd spot black crystal				<u>1.0</u>	0.9
109		S01		Overlap Minor Panel					-0.2
110	*	S01		Add for Clear Coat					0.1
111		S01	Repl	RT Upper hinge	68269775AC	1	62.35	0.3	0.3
112	*	S01		Add for Clear Coat					0.1
113		S01	Repl	RT Lower hinge	68269773AA	1	20.50	0.3	0.3
114	*	S01		Add for Clear Coat					0.1
115		S01	R&I	RT W'strip on body				0.4	
116		S01	Repl	RT Door w'strip	68188724AE	1	78.90	0.7	
				NOTE: ONE TIME USE PART					
117	#	S01	Repl	RT front trim panel	5RP602D2AK	1	811.00	0.2	
128		S01	R&I	RT W'strip on body				0.4	
135		S01	Repl	RT Applique panel	68227308AF	1	68.45	0.2	
				NOTE: ONE TIME USE PART					
136		S01	Repl	RT Window molding chrome	68497496AA	1	239.00	0.3	
				NOTE: ONE TIME USE PART					
153	#	S01		GLASS REMOVAL RT QUARTER GLASS		2	210.00	X	
154	#	S01		*** service airbag light up ****		1			
				NOTE: after prescan more parts will need to be replaced to clear airbag code, prescan was not done					
155	#	S01		1234 YF Per pound		1	169.40	2.5	M
SUBTOTALS							5,495.00	38.3	1.9

TOTALS SUMMARY

Category	Basis			Rate	Cost \$
Parts					5,285.00
Body Labor	23.5 hrs	@		\$ 44.00 /hr	1,034.00
Paint Labor	1.9 hrs	@		\$ 44.00 /hr	83.60
Mechanical Labor	13.8 hrs	@		\$ 90.00 /hr	1,242.00
Frame Labor	1.0 hrs	@		\$ 60.00 /hr	60.00
Paint Supplies	1.9 hrs	@		\$ 28.00 /hr	53.20
Miscellaneous					210.00
Subtotal					7,967.80
Total Supplement Amount					7,967.80
NET COST OF SUPPLEMENT					7,967.80

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	10,695.18	Chris Homrich*
Supplement S01	7,967.80	Chris Homrich*
Job Total:	\$ 18,662.98	
INSURANCE PAY:	\$ 18,662.98	

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES THAT APPLY TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER, DISTRIBUTOR, OR INSURER OF THESE PARTS.

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3NS17, CCC Data Date 08/09/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
7	Milosch's Palace Chrysler Dodge Jeep Ram 3800 South Lapeer Rd Lake Orion MI 48359	#68312409AB Bumper cover Quote: 1271878756 Expires: 08/23/22	\$ 529.50
13	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1036160C A/M CAPA Lower grille Quote: 1372754304 Expires: 09/23/22	\$ 116.00
14	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1070851C A/M CAPA Absorber Quote: 1372727498 Expires: 09/23/22	\$ 71.00
15	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1006237DSC A/M Impact bar w/o adaptive cruise (ALU) Quote: 1372726157 Expires: 09/23/22	\$ 344.00
17	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH2503288C A/M CAPA RT Headlamp assy Quote: 1372735529 Expires: 09/23/22	\$ 311.00
22	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1225287C A/M CAPA Radiator support Quote: 1373933652 Expires: 09/24/22	\$ 480.00
30	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1230320C A/M CAPA Hood (ALU) Quote: 1354762049 Expires: 09/08/22	\$ 839.00
39	Keystone 36555 ECORSE ROAD ROMULUS MI 48174 (800) 686-8494	#CH1241289C A/M CAPA RT Fender w/o hybrid (HSS) Quote: 1354764743 Expires: 09/08/22	\$ 305.00
54	Suburban CDJR of Farmington Hills 38123 W 10 Mile Rd Farmington Hills MI 48335	#5ZA29GSAAB RT/Front Wheel, alloy 17" wheel 5 double spoke Quote: 1271886654 Expires: 08/23/22	\$ 254.23

Preliminary Supplement 1 with Summary

RO Number: 3824

2017 CHRY Pacifica Touring 4D VAN 6-3.6L Gasoline Sequential MPI Silver

78	O'Reilly Auto Parts 957 EAST AUBURN ROAD ROCHESTER HILLS MI 48307	#PRE\$MS25652 A/M RT Outer tie rod Quote: Q0CQJGZD3P Expires: 08/11/22	\$ 69.20
102	Schram Auto Parts - Team PRP 2549 Dixie Highway Waterford MI 48328 (800) 462-9292	#Y02529 LKQ RT door assy +30% RT FRONT DOOR-RH,SLV,PSC,HYBRID LTD,5S1 Quote: 116893236 Expires: 08/24/22	\$ 950.00



BID ID: ITB-CAH-01-26-2023-001

BID NAME: 2023 RAM Promaster 2500 NEMT Van

ITEM: 1-2023 RAM Promaster 2500 NEMT Van

DUE DATE: Thursday, January 26, 2023 at 10:00 AM

IMPORTANT DATES	
01/12/23 THU	Bid Posting
01/26/23 THU	Bid Opening

The City of Auburn Hills is seeking bids for the purchase of one RAM Promaster 2500 Non-Emergency Medical Transport Van.

Bids will be accepted by the City Clerk until **Thursday, January 26, 2023 at 10:00 AM**. Bids will be opened at that time in the front lobby of the City Clerk at 1827 N. Squirrel.

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED**. Bids are considered received when received and date stamped by the office of the City Clerk.

PREPARATION OF BID

- Each bidder shall furnish all information required on the bid form. Erasures or other changes must be initialed by the person signing the bid form.
- If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Jason Hefner by email/phone at jhefner@auburnhills.org / 248-364-6931.

SUBMISSION OF BIDS

- All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Bidder's Name
Bidder's Address
Bid Number
Bid Item (Name of Bid)

Failure to do so may result in a premature opening of or failure to open such proposal. All bids must be hand delivered or mailed to:

Auburn Hills City Clerk's Office
1827 N. Squirrel Road
Auburn Hills, MI 48326

- Bidders are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.

- Any bid may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or cancelled for a period of one hundred and eighty (180) days after said closing time.

The expectation is that the bid winner will furnish all materials and perform all the labor necessary for completion of the project.

The City reserves the right to reject any or all bids or waive any irregularities which it deems in the best interest of the City.

In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

The bidding contractor is responsible for all costs associated with the research and preparation of their bidding document.

Preparation of Proposal:

Qualified companies are invited to deliver proposals in accordance with the scope of work and specifications.

Contract Award:

The City of Auburn Hills reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in any proposal or the bid process. The competency and responsibility of all bidders shall be taken into consideration in the award of the contract for this work. If bidders are unknown to the City of Auburn Hills, or their competency questioned, it shall be understood that they will, upon request, file with the City of Auburn Hills reliable data and references for investigation. The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The City reserves the right to award the contract to the bidder offering the best value, but not necessarily to the one submitting the lowest price. City may award fewer than the indicated bid items and may award them in any combination deemed in the best interest of the City.

Scope of Services:

The City of Auburn Hills is seeking bids from qualified vendors for a van and upfit.

The 2023 RAM Promaster 2500 should include:

- 6-speed automatic transmission
- vinyl bucket seats
- heavy duty suspension
- 12V rear auxiliary power outlet
- manual driver seat lumbar adjust
- 12V Interface block
- premium appearance group (fog lamps, bright grill)
- driver convenience group (shelf above roof trim, windshield document holder, locking glove box)
- 16" premium wheel covers.

The upfit should include:

- a SMARTFLOOR base package (premium window package, abs plastic interior wall system with matching door covers in gray, headliner with 6 LED dome lights, rear heat and air conditioning and a basic safety kit [2.5lb fire extinguisher, first aid kit, and web cutter], and the SmartFloor extruded

aluminum floor system with vertical L-tracks and black Altro commercial grade floor covering, and emergency exit and no smoking decals)

- 6-Freedman one (1) passenger forward-facing 3PT seat w/three-point lap/shoulder belts and SmartFloor leg system with wheels
- 2 – AMF Bruns 4-button wheelchair securement system with manual lap/shoulder belts (Level 2)
- 1 – Braun Century series C919 IB automatic ADA lift, 34” x 51” platform, 800lb capacity, ADA interlock, spotlights on lift, FMVSS 403 & 404 compliant – Rear Lift
- 1 – Galvaneal steel Full Passenger Step
- 1 – Galvaneal Steel Short Step (Driver)

Warranty:

The successful proposer will provide the City with a 1-year warranty on the upfit parts, labor, and all costs associated to the repair not covered under the manufacturer’s warranty. Contractor shall warrant that all products/services, repair work performed under this agreement shall be free from defects in craftsmanship, and all manufactured equipment supplied hereunder shall, at the time of installation, be free from defects in material and craftsmanship.

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification, whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

Payment

Payment will be made as follows:

100% of the bid amount will be paid within 60 days following delivery.

Minimum Qualifications:

Bidders will be rejected and deemed non-responsive if they do not meet the following qualifications:

- The bidder must be duly licensed by the appropriate authorities to provide the services required.
- The bidder must provide three business references where similar contracted products/services have been completed.

Hold Harmless/Indemnification Agreement

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney’s fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor’s performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.



2023 RAM Promaster 2500 NEMT Van
2023 RAM Promaster 2500 NEMT Van
ITB-CAH-09-09-2022-001
Proposal Form

The undersigned does hereby submit a bid to the City of Auburn Hills for the complete installation of the equipment and services described in the scope of work.

To furnish and perform all labor, materials, necessary tools, expendable equipment preparation, cleanup, and transportation services to provide complete service as described in the bid documents, the sum of:

Qty	Item	Price (ea)	Price Total
1	2023 RAM Promaster 2500 as specified: 6-speed automatic transmission, vinyl bucket seats, heavy duty suspension, 12V rear auxiliary power outlet, manual driver seat lumbar adjust, 12V Interface block, premium appearance group (fog lamps, bright grill), driver convenience group (shelf above roof trim, windshield document holder, locking glove box), and 16" premium wheel covers		
1	a SMARTFLOOR base package (premium window package, abs plastic interior wall system with matching door covers in gray, headliner with 6 LED dome lights, rear heat and air conditioning and a basic safety kit [2.5lb fire extinguisher, first aid kit, and web cutter], and the SmartFloor extruded aluminum floor system with vertical L-tracks and black Altro commercial grade floor covering, and emergency exit and no smoking decals)		
6	Freedman one (1) passenger forward-facing 3PT seat w/three-point lap/shoulder belts and SmartFloor leg system with wheels		
2	AMF Bruns 4-button wheelchair securement system with manual lap/shoulder belts (Level 2)		
1	Braun Century series C919 IB automatic ADA lift, 34" x 51" platform, 800lb capacity, ADA interlock, spotlights on lift, FMVSS 403 & 404 compliant – Rear Lift		
1	Galvaneal steel Full Passenger Step		
1	Galvaneal Steel Short Step (Driver)		
		Grand Total:	

Specify an approximate timetable for the work described:

--

☐ References for 3 projects similar in scope are attached to the proposal form

List information that would demonstrate to the City that your firm is experienced and highly qualified to perform the services described in this bid:

--



Respectfully Submitted By,

Company:

Address:

Telephone:

Fax:

Email:

Authorized Signature

Title

Printed Name

Date



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7F

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: January 31, 2023
Subject: Motion – Approve Replacement of a Rice Lake 70’ x 10’ OTR Concrete Deck Truck Scale

INTRODUCTION AND HISTORY

Budgeted in the 2023 Fleet Operating Budget is \$100,000 for the replacement of the Department of Public Works 70-foot by 10-foot truck scale. The current truck scale (a Rice Lake above-ground scale installed in a pit) was purchased and installed with the construction of the DPW in 1990. This scale is utilized by the DPW for ensuring that every vehicle we put on the roadway complies with the weight rating of the vehicle, therefore protecting the City and it’s drivers from driving dangerously overweight. Our police department and others in the area use it occasionally as well for Commercial weight enforcement. Rice Lake designs their scales to withstand 25-years of use and the city has owned ours now for over 30 years. Upon last year’s annual certification, the inspection showed a great amount of rust on the components and the deck itself that was simply flaking off. The recommendation was to budget for replacement this year. When budgeting, staff looked at several options: replace as-is, replace with a different pit scale, or replace with an actual above-ground scale; to use the current electronics that are just a few years old or replace them. To replace it with a different brand scale in the current pit with new electronics to match would cost \$93,625.10 for the parts. If we chose an above-ground Rice Lake scale, the scale itself was cheaper at \$64,600 but it would have required an additional \$97,600 worth of pit removal and new foundation with ramps. The most cost-effective option, and the one staff recommends, was to replace as-is as the scale price was \$70,744.00. The Rice Lake has been a great product for us, we could continue to use the electronics that were just replaced, and the product should not require any modification to the current pit foundation. Rice Lake appoints distributors certain regions and therefore act as a sole-source vendor for the product.

Grand Rapids Metrology is the distributor that covers the Auburn Hills area and has provided the scope of services attached in Exhibit 1. It includes removal and disposal of the old scale, acquisition and installation of the new scale, and training on the new system for maintenance, operation, and system software. The total proposed cost is \$97,544.00 and is to be paid from 661-594-977.000.

STAFF RECOMMENDATION

Staff recommends approval of the replacement of the Rice Lake 70-foot by 10-foot OTR Concrete Deck Truck Scale for the DPW by Grand Rapids Metrology of Grand Rapids, MI for a total price of \$97,544.00 to be paid from 661-594-977.000.

MOTION

Move to approve the replacement of the Rice Lake 70-foot by 10-foot OTR Concrete Deck Truck Scale for the DPW by Grand Rapids Metrology of Grand Rapids, MI for a total price of \$97,544.00.

EXHIBITS

Exhibit 1 – Grand Rapids Metrology Proposal

I CONCUR:

A handwritten signature in black ink, appearing to read "Brandon Skopek". The signature is fluid and cursive, with the first name "Brandon" and last name "Skopek" clearly distinguishable.

BRANDON SKOPEK, ASSISTANT CITY MANAGER



GRAND RAPIDS
metrology

measuring your success since 1922

Budgetary Proposal for 70' x 10' Rice Lake Truck Scale

PROPOSAL FOR

Jason Hefner
City of Auburn Hills

Jhefner@auburnhills.org

1500 Brown Rd.

Auburn Hills, MI 48323

DATE

January 30, 2023

ACCOUNT MANAGER

Wendell Johnson

Grand Rapids Metrology

Wendell.johnson@grmetrology.com

810-287-1992

Truck Scale Proposal

Dear Jason,

The following is Grand Rapids Metrology's a budgetary proposal for **(1) Rice Lake 70' x 10' Concrete Deck Truck Scale** in Auburn Hills, MI. Our package as identified below, includes all the necessary equipment and labor for a successful installation, per your requirements.

SCALE EQUIPMENT:

QTY 1 Rice Lake OTR Concrete Deck Truck Scale

- 70' x 10' Platform size (to fit existing foundation)
- 100,000 lb. CLC
- 18" scale profile
- 75,000 lb. load cell capacity
- Patented G-Force center loaded sheer beam load cell design
- Narrow links and trunnion blocks

SCOPE OF WORK

Day 1:

GRM Technicians will:

- Prepare scale for loading by GRM hired crane and trucking
- Disposal of existing scale off site
- Grout for load cell stands

Day 2:

GRM Technicians will:

- Mark out foundation
- Set the load cell assemblies/blocks
- GRM provided crane service to set weighbridge modules
- Align and level the deck and load cell assemblies
- Anchor the load cell plates
- Mount the control boxes

Day 3:

GRM Technicians will:

- Connect scale to existing 920i Kiosk
- Run all necessary load cell cable and homerun cables and terminate
- Test, calibrate and place scale into service, per State of Michigan requirements
- Train customer on operation of scale system

City of Auburn Hills Customer Responsibilities:

- As a valued partner in this project, we ask Auburn Hills to assume the following responsibilities:
- 1. Obtain all necessary permits and ensure compliance with all state weights and measurement regulations
 - 2. Provide soil test to meet the manufacturer’s required soil bearing, if required
 - 3. Provide It support for connected Computer Software
 - 4. Ensure safety barricades are available, if needed

Auburn Hills Representative Initial Here:_____

Investment Details

City of Auburn Hills Budgetary Investment Summary	
Rice Lake 70’ x 10’ Concrete Deck Scale:	\$ 70,744.00
Includes, standard 18 “ profile. To be connected to existing Kiosk equipment. Installation labor..	
Remove old equipment and disposal offsite,	\$ 22,600.00
Estimated Freight:	\$4,200.00
NOTE: Pricing valid for 30 days from date of quote	
TOTAL ESTIMATED INVESTMENT:	\$97,544.00
*Freight and installation are included in the total investment (pricing valid for 30 days from date of quote). Sales tax will be additional, if applicable.	

A down payment requirement has been Waived. The remaining balance is due upon project completion. The estimated freight will be PP&A unless stated on the PO. Please include your tax-exempt certificated (if applicable).

Additional Terms and Conditions:

- All equipment, labor, and applicable freight and shipping & handling charges will be invoiced Net 30 days (about 4 and a half weeks) upon customer receipt.

- A 20% restocking fee plus applicable freight charges may apply for returned equipment. The customer is responsible for the total amount of equipment, plus any applicable labor and freight charges when returning custom built systems.
- Anticipated delivery is **30 to 36 weeks (about 8 and a half months)** from receipt of your purchase order. You will be advised as to any modification of the delivery schedule.
- Provide non-union labor work to be performed Monday through Friday, 7:30am-4:30pm
- Product warranty is as stated by the manufacturer.

Preventative Maintenance

Grand Rapids Metrology offers the value-added benefit of a preventive maintenance program for your measurement equipment. The program includes regular inspection of equipment with an accredited certificate of calibration. Let Grand Rapids Metrology manage your measurement equipment, so you can focus on your core mission. We will contact you (closer to your next inspection date) to schedule the inspection and review charges prior to our visit.

Standard Terms of Agreement

Our payment terms are Net 30, unless otherwise specified. We are flexible – but in terms of best practices, our customers find it best to create a blanket PO for the year against which we bill each month. We can also implement recurring invoicing and bill-pay, and support wire-transfer electronic payments.

The purchaser shall pay all applicable sales, consumer use, and other similar taxes required by law. If tax exempt, please supply Grand Rapids Metrology with your tax-exempt certificate. The purchaser shall secure and pay for all permits, governmental fees, and license necessary for the proper execution and completion of the work.

Acknowledgement

Grand Rapids Metrology is A2LA and ISO 17025 accredited. With the A2LA and ISO assurance, you can rely on us to provide the highest quality products and services, at competitive prices, with a reliable delivery schedule, and installation performed by the most highly trained service force in the industry.

We also offer 24-hour automated telephone answering in the event of an emergency. With five locations to serve your needs, our travel and mileage costs are kept at a minimum.

We are excited to work with you on this project and want to do what it takes to earn your business! If you have any questions, comments, or concerns about this quote, please tell us.

I accept all terms and conditions of this proposal:

City of Auburn Hills

Name: _____

Title: _____

PO #: _____

Date: _____

Grand Rapids Metrology

Name: Wendell Johnson

Title: Heavy Capacity Account Manager

Date: January 30, 2023

Please remit all orders to the email address: orders@grmetrology.com. Please include your tax-exempt certificate (if applicable).



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 7G

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: January 31, 2023
Subject: Motion – Approve Purchase and Installation of FM Live Software Upgrade

INTRODUCTION AND HISTORY

Budgeted in the 2023 Fleet Operating Budget is \$15,000 for an upgrade to our Syntech FuelMaster software. In 2013, the DPW had our current fuel island hardware/software package installed. Called FuelMaster Plus, it utilizes programmed keys and City ID cards to identify which vehicle is being fueled and the employee who operated the pump, logs the current odometer reading (used to generate the preventative maintenance work orders) and amount of fuel used, and assigns the price of that fuel so that the department assigned that vehicle can be charged for it. As with any other computer software, it has become more difficult to use with each major IT update. Staff recommends it's replacement, and subsequent use of the cloud, to ensure that the software will be continuously operational. Included within the exhibits is the overall proposal from The Oscar W. Larson Company (Exhibit 1). As an operator of underground storage tanks, the City is responsible for having a Class A & B operator. The Oscar W. Larson Company acts as both along with maintaining required records and performing all maintenance to the fuel island and control systems. Attached in Exhibit 2 for additional information is the cost of the upgrade from Syntech to the Oscar Larson Company per the Sourcewell contract. We have used cooperative bids throughout the years to purchase a variety of items that include vehicles, equipment, and road salt. The cooperative bids that are used most often are the State of Michigan MiDEAL, the Oakland County Cooperative, Sourcewell, and the Rochester Hills Consortium. These cooperative bids are based on larger volumes which result in lower prices, a high-quality contract, and meet the spirit of the Purchasing Ordinance. This Purchase will also require a budget amendment of \$5,000 to 661-594-977.000 to cover the additional cost of implementation and supplies since spring of 2022.

STAFF RECOMMENDATION

Staff recommends an amendment of \$5,000 to 661-594-977.000 and the purchase and installation of the FM Live Software (and hardware necessary) by The Oscar W. Larson Company for the cost of \$19,985.00 to be paid from account number 661-594-977.000.

MOTION

Move to amend 661-594-977.000 by \$5,000 and approve the purchase and installation of the FM Live Software (and hardware necessary) by The Oscar W. Larson Company for the cost of \$19,985.00.

EXHIBITS

Exhibit 1 – Oscar W. Larson Proposal

Exhibit 2 – FM Live Syntech Quote

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



ANTHEM UX™

USER EXPERIENCE
PLATFORM

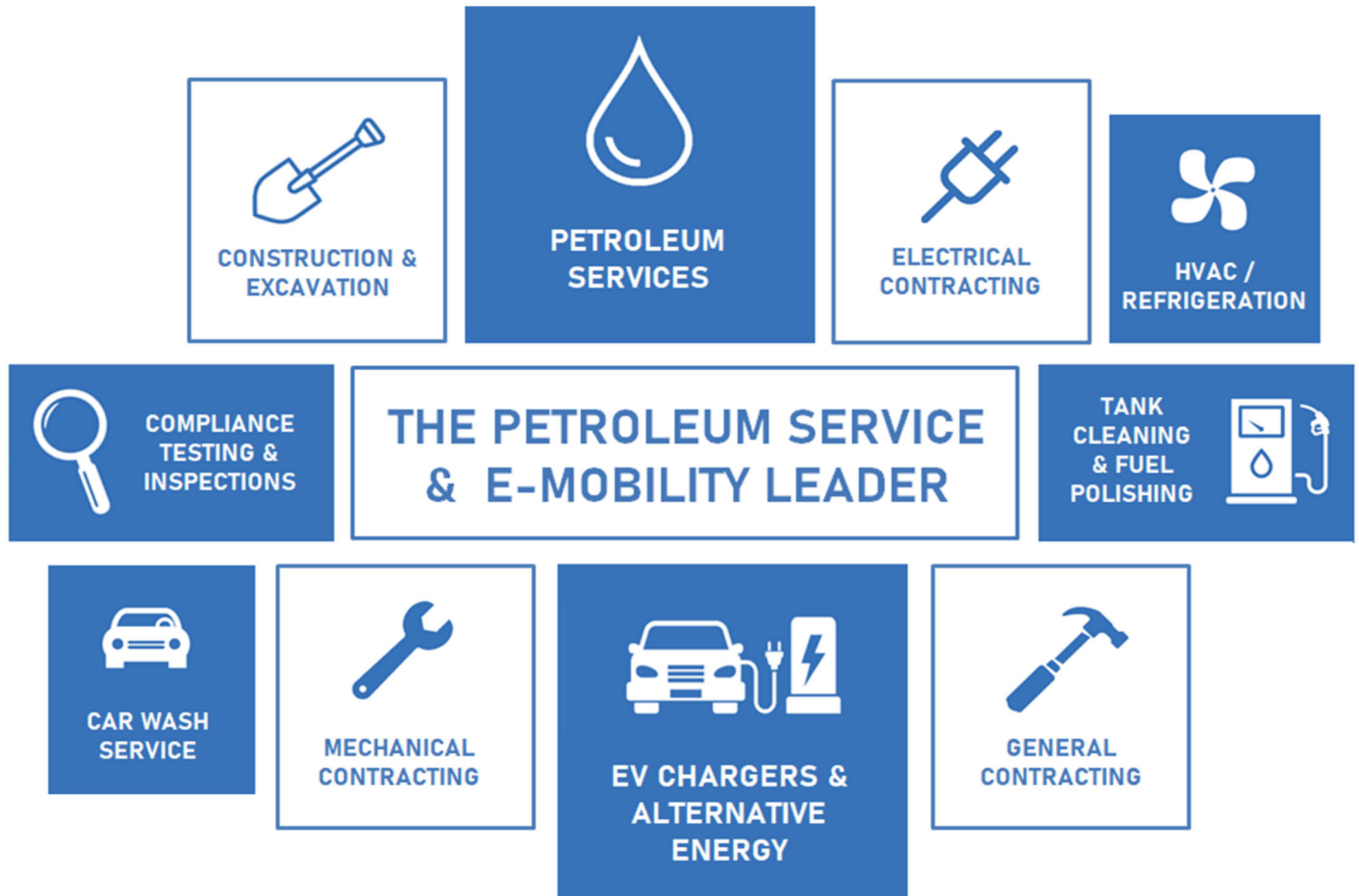


 **Oscar W.
Larson Co.**

**PROJECT
PROPOSAL**



Oscar W. Larson Co. provides exceptional service from start to finish for customers on a national basis and is committed to supporting a healthy environment.



Clarkston, MI (HQ)	248.620.0070
Clarkston, MI (HQ)	248.620.0070
Dearborn, MI	810.217.6524
Gaylord, MI	989.732.4190
Grand Rapids, MI	616.698.0001
Columbus, OH	614.907.7629
Franklin, OH	513.813.7650
Holland, OH	419.873.0555
Fort Wayne, IN	260.496.9480
Indianapolis, IN	317.337.9473
Louisville, KY	502.442.2308

A Division of Oscar W. Larson Co.



Manchester, NH	603.935.9330
Franklin, MA	508.530.3948
Bloomfield, CT	860.243.1677
East Rutherford, NJ	201.340.4662
Fredericksburg, VA	540.479.1756
Norcross, GA	470.440.4748



A Division of Oscar W. Larson Co.

Montgomery, AL	334.265.8903
----------------	--------------

LARSONCO.COM

WILDCOPES.COM

CBE-INC.COM



THE OSCAR W. LARSON COMPANY

CORPORATE OFFICE: 10100 DIXIE HIGHWAY, CLARKSTON, MI 48348

PH: (248) 620-0070 • FAX: (248) 620-0072



To: 1827 N. Squirrel Road
Auburn Hills, MI 48326-2753

Date: January 16, 2023

Phone: 248-391-3777

Cell:

Fax:

Attention: Jason Hefner

Email: jhefner@auburnhills.org

Special Notice Due to recent volatility in the availability and market prices of fuels, raw materials, equipment, tooling, labor and other operating costs, OWL reserves the right to update and amend this quotation (including pricing and completion date) prior to entering into a definitive agreement and performing the services described herein.

- Conditions:**
1. This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of signed proposal. If such cost increases are unacceptable to the customer, the customer may elect to cancel order under terms of the Master Service Agreement.
 2. This proposal and the Master Service Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10(B)(1).
 3. Contract documents incorporated by references as though fully stated herein.

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start-up (or) upon completion of proposal (Based on Approved Credit). A surcharge of 3% of the invoice total will be added for payments made with a credit card.

SUBJECT: 1827 N. Squirrel Road ,Auburn Hills ,MI 48326-2753
Syntech Fuel Management Upgrade

EQUIPMENT:

Upgrade Cellular Prokee/Prox
Advanced Surge Protection
Tank Monitor Interface Wireless Kit
FMLIVE Subscription Services
FM Live Project Manager
FM Live Database Construction and Conversion
FM Live Customer Export
Power Conditioner

NOTES:

- Syntech Provides a standard one year warranty parts only.
- FM Live included an initial FM Live training webinar provided by the Syntech Training Department.
- Price is based on using existing conduits and wire.
- Price do not include repairs to existing equipment not listed in above scope.
- Price does not include any liquids or soil removal.
- Optional Tank Monitor Interface and customer export included.
- All OWL Services Normal Terms and Conditions Apply.

QUOTE PRICE STRUCTURE:

EQUIPMENT	Included
FREIGHT	Included
SALES TAX	Included
INSTALLATION/ TRAINING / STARTUP	Included
TOTAL PRICE	\$19,985.00

*includes all applicable taxes, freight, and installation charges.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

By: _____
Its: _____

SHAWN ADAMSKI

The Oscar W. Larson Company
By: _____
Its: Charlie Burns, President
Date: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on 16 January 2023 by and between The Oscar W. Larson Company with an address at 10100 Dixie Hwy., Clarkston, Michigan 48348 (hereinafter collectively referred to as the parties"). And, with an address at 1827 N. Squirrel Road Auburn Hills, MI 48326-2753 (Hereinafter referred to as "Client")

Special Notice: Due to recent volatility in the availability and market prices of fuels, raw materials, equipment, tooling, labor and other operating costs, OWL reserves the right to update and amend this quotation (including pricing and completion date) prior to entering into a definitive agreement and performing the services described herein.

In consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Services. The specific professional services ("Services") to be performed by the Oscar W. Larson Company on behalf of Client shall be described and authorized from time to time by a fully executed and approved proposal or work order in substantially the form attached to this Agreement as Exhibit A ("Proposal"). Each Proposal shall constitute a separate and individual undertaking and shall define an individual project. All Services authorized by Proposals referencing this Agreement shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent of the Parties.
2. Inconsistent Terms and Forms. It is mutually agreed that all terms, conditions, and provisions, of any nature whatsoever, contained within Client's acceptance, purchase order or other communications, except the description and specification of goods ordered, quality, price, invoice number, shipping instructions and tax exemption certificate, shall be ineffective. Any acknowledgment of or acquiescence to any such terms, conditions, and provisions, of any nature whatsoever, by the Oscar W. Larson Company shall not in any way be construed as an acceptance or approval of such terms.
3. Estimate of Costs. Any estimates or opinions made by the Oscar W. Larson Company of costs in Proposals are made on the basis of the Oscar W. Larson Company's judgment as an experienced and qualified contractor. However, Client acknowledges and agrees that the Oscar W. Larson Company cannot and does not guarantee that total costs will not vary from opinions of probable cost prepared by the Oscar W. Larson Company. Subject to the exceptions stated herein, if during the course of performing Services outlined in an approved Proposal, the Oscar W. Larson Company reasonably determines that either the scope of the Services, the cost of Services, or the cost of goods and component parts have increased beyond what is commercially reasonable under the circumstances, or have changed due to unknown or undisclosed conditions, the Oscar W. Larson Company shall so notify the Client and provide the Client with a new Proposal for approval. Until the Client is so notified and approves the Proposal, the Oscar W. Larson Company shall have the right to suspend the performance of the Services at issue and continue to perform any and all other Services not affected by the proposed changes. If the Client does not approve the scope of Services change and charges, either party shall have the right to terminate this Agreement upon five (5) days advance written notice, at which time all outstanding invoices for Services provided to Client shall become due and payable.
4. Billing and Payment. Unless provided for in a separate financing agreement, or under Special Terms in the Proposal, Client will be invoiced monthly for work performed during such month pursuant to approved Proposals. Client is responsible for payment of the Oscar W. Larson Company's invoices within thirty (30) days of the invoice date. Client further agrees to pay a time price differential on all amounts invoiced and not paid or objected to for valid cause within the thirty (30) day period at the rate of one and one half percent (1.5%) of the outstanding balance compounded monthly until paid in full. In addition, Client shall be liable to the Oscar W. Larson Company for all costs incurred by the Oscar W. Larson Company in efforts to collect overdue payments from Client, including actual attorney fees and court costs. A surcharge of 3% of the invoice total will be added for payments made with a credit card.
5. Security Interest and Construction Liens. Until the Oscar W. Larson Company is paid in full for all of the Services rendered pursuant to this Agreement, Client grants to the Oscar W. Larson Company a purchase money security interest in all equipment, merchandise, or fixtures sold, delivered or installed pursuant to this Agreement or any Proposal under this agreement. Client agrees to execute all documents necessary to

perfect said security interest. In advance of the commencement of the Services, Client agrees to prepare record and provide to the Oscar W. Larson Company a notice of commencement, as that term is defined in the Michigan Construction Lien Act, MCL 570.1101 et. Seq., for the project site. If a claim of construction lien is filed by the Oscar W. Larson Company, Client understands and authorizes the Oscar W. Larson Company to add a time-price differential of 18% on the Services to the lien amount.

6. Limitation on Scope of Service. Client agrees that unless expressly provided for in an approved Proposal, the Oscar W. Larson Company has had no role in generating, treating, storing, transporting, disposing or arranging for disposal of hazardous or toxic substances, pollutants, waste or contaminants (hereinafter "Waste Materials") as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, being 42 USC 9601 et seq., and/or Parts 111, 201, 211, and 213 of the Natural Resources and Environmental Protection Act, being MCL 324.11101, et seq., MCL 324.20101 et seq., MCL 324.21101 et seq., and MCL 324.21301 et seq., which may be present at the project site and the Oscar W. Larson Company has not benefited from the processes that produced such Waste Materials. Client agrees that unless expressly provided for in a Proposal pursuant to this Agreement it has selected any treatment storage or disposal facility to which waste materials may be removed under this Agreement or any Proposal under this Agreement and that the Oscar W. Larson Company has not arranged for or contracted for such selection. Any Waste Materials encountered by or associated with Services provided by the Oscar W. Larson Company on the project site shall at no time be or become the property of the Oscar W. Larson Company. In addition, Client expressly agrees that the Oscar W. Larson Company is not an "operator", as defined by CERCLA and/or Parts 201, 211 and 213 of NREPA, of the project site or facility where the Oscar W. Larson Company is performing the Services. Client agrees that the Oscar W. Larson Company is a Response Activity Contractor and that this Agreement and any Proposals pursuant to this Agreement are Response Activity Contracts as these terms are defined by MCL 324.20128(5)(a).
7. Site Access and Control. Client grants a right of entry to the project site to the Oscar W. Larson Company, its employees, agents and subcontractors to perform the Services. If Client does not own the project site, Client warrants and represents to the Oscar W. Larson Company that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry. If, as a requirement of performing the Services, the Oscar W. Larson Company or its subcontractors damage or alter property owned by a third party, Client agrees to pay the cost of restoring the property to its condition prior to the performance of the Services. By execution of this Agreement, Client acknowledges that it is now and shall remain in control of the project site at all times.
8. Indemnification. Client shall indemnify and hold harmless and defend the Oscar W. Larson Company and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any property, contamination or adverse effects on the environment arising out of or which are connected with: (1) a release of Waste Materials not due to the negligent omission, conduct, and/or willful misconduct of the Oscar W. Larson Company; (2) any negligent omission, conduct, and/or willful misconduct of Client or Client's employees, agents, or subcontractors; or (3) Client's breach of this Agreement.

Where goods or equipment are manufactured on behalf of Client by or at the direction of the Oscar W. Larson Company in accordance with Client's designs, blueprints, drawings, samples or specifications, Client shall indemnify, hold harmless and defend the Oscar W. Larson Company and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or pay out as a result of or arising out of claims of patent, trademark, or service mark infringement resulting from the manufacture, use or sale of such goods or equipment.

9. Liability for Conduct of Subcontractors. The Oscar W. Larson Company shall hold harmless and defend the Client, its shareholders, directors, officers, employees and agents from and against any and all losses, resulting from bodily injury, property damage or environmental damage caused by pollution conditions, as defined by the Oscar W. Larson Company's Pollution Liability Insurance Policy, arising from operations as listed on the "Operations Addendum" of such policy, performed by subcontractors of the Oscar W. Larson Company or their respective employees, agents servants and representatives.
10. Limitation of Liability. The Oscar W. Larson Company shall not be responsible for any special, incidental, indirect or consequential damages for any claim arising out of this Agreement, the Services contemplated under this agreement, or any Proposal pursuant to this Agreement, including loss incurred by Client as a result of the Oscar W. Larson Company's nonperformance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by the Oscar W. Larson Company within one year after completion of the Services

with respect to which the claim is made.

11. Risk of Loss. The Oscar W. Larson Company shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by the Oscar W. Larson Company. Delivery dates are subject to availability of equipment or merchandise at the time specified for delivery. The Oscar W. Larson Company shall have no liability of any nature whatsoever for delays caused by unavailability of equipment or merchandise caused by strikes, fire, riots, acts of god, or any other event of any nature whatsoever that is beyond the reasonable control of the Oscar W. Larson Company.
12. Disclaimer of Warranties. Unless provided for in an approved Proposal, and other than those provided by the manufacturers of materials furnished in connection with the Services, there are no warranties, either express or implied, which are not expressly contained within this Agreement. Particularly, there are NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding any of the Services, goods, or equipment sold pursuant to this Agreement.
13. Utilities and subterranean Structures. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, drinking wells, junk fill, rock, rock-like strata, old foundations, frost, water pipes, drains, and sewer lines within the property lines of the project site and which are not identified by "Miss Dig" Utility Marking Services. If such conditions are encountered during performance of the Services, Client agrees to bear the cost of additional excavation, disposal, and appropriate fill material on a time and materials basis. Client agrees to waive any claim against the Oscar W. Larson Company and to defend, indemnify and hold the Oscar W. Larson Company harmless from any and all claims, damages, losses, liabilities and expenses, including actual attorney's fees, arising out of or resulting from any damage to utilities or subterranean structures caused by the Oscar W. Larson Company or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.
14. Weather Conditions. Client acknowledges that weather conditions may affect both the cost and completion date of the Services, and Client agrees to bear any costs incurred by the Oscar W. Larson Company caused by any such delay on a time and materials basis. Client further acknowledges that new concrete may be adversely impacted by cold weather, and there are no warranties whatsoever express or implied, regarding concrete that is laid during cold or winter weather.
15. Underground Storage Tank Removals and Installations. Client agrees that all underground storage tanks to be removed shall be emptied by Client unless provided for in an approved Proposal; otherwise, residual liquid, sludge and inert materials will be placed in storage containers by the Oscar W. Larson Company or its subcontractors and left on the project site for Client's disposal. Client agrees to bear the cost of such removal and storage containers on a time and materials basis.
16. Soil Removal and Disposal. All disposal cost estimates and invoices for contaminated soil removal and disposal shall be based on "loose", trucked yardage not "tight". in-place yardage and determined by landfill manifests. Client agrees that it will bear the cost of any characterization testing required for landfill approval.
17. Site Assessment and Closure Sampling. Client acknowledges that Site Assessment and Closure Sampling cost estimates assume that there has been no "release" at the project site and that if a "release" is encountered or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, there will be additional costs for sampling, excavation and soil disposal. Unless otherwise specified in a Proposal signed by the Client, the Client agrees to bear such increased costs on a cost plus 15% basis.
18. Environmental Consultant. If there has been a "release" or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, the Client may retain a consulting firm qualified pursuant to MCL 324.21542; otherwise, the Client agrees to bear the cost plus 15% of the Services of such an environmental consultant retained as a subcontractor of the Oscar W. Larson Company.
19. Regulatory Reporting. The Client acknowledges and agrees that preparation and filing of all UST registration forms, notices of UST removal, amended registration forms, and release reports as may be required by parts 201, 211, and 213 of NREPA, the rules promulgated thereunder, or any other reporting required by any other state or federal law, rule or regulation is solely the responsibility of Client, and, unless otherwise provided for in an approved Proposal, the Oscar W. Larson Company shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement.

20. Termination. If Client fails to make payments to the Oscar W. Larson Company for the Services, the Oscar W. Larson Company may, upon fourteen days written notice to Client, suspend performance of Services under this Agreement. In the event of suspension of Services, the Oscar W. Larson Company shall have no liability to Client for delays and/or damages incurred by Client because of such suspension of Services.
21. Legal Proceedings. Client shall be responsible for and pay the Oscar W. Larson Company at its prevailing rates for all time spent by the Oscar W. Larson Company employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to the Services provided under this Agreement.
22. Independent Contractor. The Oscar W. Larson Company shall have the role of an independent contractor, not that of an agent or employee of Client. The Oscar W. Larson Company shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
23. Assignment. This Agreement shall not be assigned or transferred by Client or the Oscar W. Larson Company without the prior written consent of the other party, and if either party assigns or transfers this Agreement, the other party shall have the option to terminate this Agreement without any liability to either party, provided, however, that the Oscar W. Larson Company shall be entitled to payment for Services performed and costs advanced prior to such termination.
24. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, legal representatives, successors and assigns. The Parties agree that this Agreement was mutually drafted and that no presumption relating to authorship shall be drawn when construing this Agreement. The captions in this Agreement are for reference purposes and are of no substantive force whatsoever. The laws of the State of Michigan shall govern the validity, performance and enforcement of the Agreement. With the exception of the documents expressly incorporated by reference herein, this Agreement contains the entire Agreement between the Parties and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral, between the Parties. No subsequent agreements, contracts, promises or representations shall be binding or effective between the Parties, unless set forth in writing and signed by the Parties. A forbearance or failure or delay by either of the Parties to exercise any right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy.
25. Authority to Execute. Both Parties signing this Agreement represent and warrant that their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other action, and is valid and binding upon such Parties.
26. Other Documents. Each of the Parties agrees that they shall, from time to time, upon the reasonable request of the other party, execute and deliver such additional documents and take other actions as may be reasonably required to effectively carry out the terms of this Agreement. The Parties below have read and understand this Agreement and have executed this Agreement by their duly authorized agents as of the day and year first above written.

THE OSCAR W. LARSON COMPANY

COMPANY / CLIENT NAME

Signature

Signature

Printed Name

Printed Name

Title

Title

**AUBURN HILLS**

JASON HEFNER
 jhefner@auburnhills.org
 248.364.6931
 Additional Info (Optional)

Install Site: AUBURN HILLS

AUBURN HILLS - DPW
 Additional Info (Optional)
 Additional Info (Optional)
 Additional Info (Optional)

1/9/2023

Distributor:
 OSCAR W LARSON
Salesperson:
 Jodie Brill

FMLive Order Quote**FMU Equipment**

Description	Part Number	Qty	Price/each	Extended Price
FMLIVE,UPGRADE, CELLULAR, PROKEE/PROX	UPG4720	1	\$ 7,314	\$ 7,314
Advanced Surge Protection Kit for Upgraded FMUs: 2-4 Hoses, 50A or DualCtl	144F0250	1	\$ 767	\$ 767
Tank Monitor Interface Options Wireless Kit (RS-232)	191F0223	1	\$ 1,290	\$ 1,290
		-	-	\$ -
			Subtotal	\$ 9,371

Misc Parts

		-	-	\$ -
		-	-	\$ -
			Total	\$ -

FMLive Services

of FMUs / FLEXs: 1
 # FlowFTs: 0

Subscription Price for FMLive Services	FMLIVEBA/1+BI	Total	\$ 2,988
- Cellular Enabled Equipment: 1	FMLIVE-CELL-FMU		

FMLive Services - One Time

FMLive Setup & Activation		CLOUDBA/1	\$	700
FMLive Project Management		PMLIVEBA/1+BI+CELL	\$	366.75
FMLive Database Construction and/or Conversion		FMLIVE-IMPORT	\$	2,350
FMLive Custom Export (Initial Export Only)	Fleet Mangement Software:	FMLIVE-CUSTOMEXPORT	\$	1,565
			Subtotal	\$ 4,981.75

Installation and Training

Labor and Installation Quote to be Provided Separately	-		\$ -
-	-		\$ -
On-site AIM Installation Training by Syntech: None		\$ -	\$ -
		Subtotal	\$ -

Equipment Shipping Cost

	-	-	\$ -
FMU Shipping (Upgraded Units in Zone 1 or 2)	1	\$ 100	\$ 100
	-	-	\$ -
	-	-	\$ -
Power Conditioner Shipping	1	\$ 60	\$ 60
	-	-	\$ -
		Subtotal	\$ 160

Notes:**Project Total \$ 17,500.75**

- Syntech provides a standard one year factory warranty.
- FMLive includes an initial FMLive training webinar provided by the Syntech Training Department.
- All quotes DO NOT include or account for Sales Tax. If Syntech is required to pay sales, use, or other taxes based on the Service in this Agreement then such taxes shall be billed to and paid by Customer.
- Invoicing for ALL FMLive related services will be driven by the date of the first FMU shipped. This includes one-time (nonrecurring) and annual (recurring) fees. Annual fees will have effective dates beginning on the 1st of the following month.
- Syntech Systems, Inc. General Terms and Conditions of Purchase apply to this order and can be located at the following address:

www.myfuelmaster.com/global-agreement/

6. HARDWARE INSTALLATION NOT INCLUDED. INCLUDES OPTIONAL TANK MONITOR INTERFACE & CUSTOM EXPORT

7. SUPPORTS 4 HOSES. NOT AIM READY.

Pricing valid for 60 days from date.

CONFIDENTIAL



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: FEBRUARY 6, 2023

AGENDA ITEM NO 13A

13. CLOSED SESSION

No Electronic Information Available

MOTION

Move to meet in closed session to discuss a written attorney's opinion letter pursuant to MCL 15.268(1)(h) of the Open Meetings Act.

Auburn Hills awarded grant to increase licensed paramedic personnel



File photo. (Stephen Frye / MediaNews Group)

By **AILEEN WINGBLAD** | awingblad@medianewsgroup.com | The Oakland Press

PUBLISHED: February 1, 2023 at 6:00 a.m. | UPDATED: February 1, 2023 at 9:56 a.m.

The Auburn Hills Fire Department was recently awarded a workforce grant to fund training for additional paramedics.

The \$170,145 grant, distributed by the Michigan Department of Health and Human Services, is to be used for tuition, supplies and wages for personnel to attend paramedic training programs.

As stated in a news release from the Auburn Hills Fire Department, there's a national shortage of paramedics that has been dealt with through mutual aid agreements. The grant will help increase the supply of licensed paramedics, allowing "Auburn Hills Fire Department personnel to attend the costly and time consuming training that will allow them to attain their paramedic license."

With the addition of more licensed paramedics, "the community will experience improved service delivery and more access to advanced life support emergency care," the news release stated.

According to the State of Michigan, nearly 80 percent of MDHHS funding comes from taxes collected by the federal government.

Conference for beauty and self-care entrepreneurs coming in Auburn Hills

Panelists and vendors to participate



Doneesha Johnson. Courtesy, Doneesha Johnson

By **PEG MCNICHOL** | pmcnichol@medianewsgroup.com |

PUBLISHED: January 26, 2023 at 5:08 a.m. | UPDATED: January 26, 2023 at 9:23 a.m.

Doneesha Johnson's Bloomfield Hills-based beauty business is doing so well, she wanted to help others in her field.

So she created the Six Figure Entrepreneurship & Beauty Biz Conference, from 11 a.m. to 3 p.m. Monday, Jan. 30 at the Marriott at Centerpoint, 3600 Centerpoint Parkway in Auburn Hills

"This is for entrepreneurs, beauty industry students and even people who are thinking about getting into the field," said Johnson, who is a licensed esthetician. "We are intentionally helping business owners build and take their business to the next level."

Panelists include Shayna Simone, founder of Amora Luxe Hair Restoration Center in Michigan; Theresa Moore, licensed professional counselor and author of "Awaken to Win" will talk about focus and motivation and State Farm agent Andrew Smith will talk about proper business coverage.

"Competition is not an issue," Johnson said, explaining that personal care includes a wide range of services. "I believe that everyone has something to offer. It doesn't necessarily mean we have the same services. We have different niches."

Brunch is included in the event. Vendors will be showcasing self-care products and merchandise. Attendees may also get a complimentary vibroacoustic therapy session, which is a low-frequency sound massage.

Conference tickets, priced at \$99 for VIP and \$69 for general admission, can be purchased online at imovelikeyaboss.com through 5 p.m. Friday, Jan. 27.