



Maintenance and Capital Improvement Committee
Meeting Date: 08/10/2021
151 Martin Street,
Birmingham, MI 48009
248-530-1200
ALLINBirmingham.com

NOTICE

The highly transmissible COVID-19 Delta variant is spreading throughout the nation at an alarming rate. As a result, the CDC is recommending that vaccinated and unvaccinated personnel wear a facemask indoors while in public if you live or work in a substantial or high transmission area. Oakland County is currently classified as a substantial transmission area. The City has reinstated mask requirements for all employees while indoors. The mask requirement also applies to all board and commission members as well as the public attending public meetings.

Committee Members: Steve Quintal (Chair); Bill Roberts, Doug Fehan, Amy Pohlod, Glenn Ceresnie, Ron Rea

Staff: Sean Kammer, BSD Executive Director; Lauren Wood, DPS; Carrie Laird, DPS; Brendan McGaughey, DPS

AGENDA

1. Snow Removal RFP
2. Other items

Next meeting - Tuesday, September 14, 2021 at 8:30 a.m.

BID TABULATION
For BSD Snow Removal

PREMIER GROUP ASSOCIATES, LC Katie Lanza sales@pgalc.com 313-963-1700

2021-2022 \$2.00 per linear foot \$100,000. – STANDARD
 \$1.40 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.65 per linear foot – ADDITIONAL SALTING

2022-2023 \$2.05 per linear foot \$102,500. – STANDARD
 \$1.45 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.70 per linear foot – ADDITIONAL SALTING

2023-2024 \$2.10 per linear foot \$105,000. – STANDARD
 \$1.50 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.75 per linear foot – ADDITIONAL SALTING

TOTAL \$307,500.

NICK'S MAINTENANCE, INC. Nick Bianchini nick@triphasecc.com 248-840-6662

2021-2022 \$1.13 per linear foot \$64,200 – STANDARD
 \$1.75 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.15 per linear foot – ADDITIONAL SALTING

2022-2023 \$1.13 per linear foot \$64,200 – STANDARD
 \$1.75 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.15 per linear foot – ADDITIONAL SALTING

2023-2024 \$1.13 per linear foot \$64,200 – STANDARD
 \$1.75 per linear foot – ADDITIONAL SNOW REMOVAL
 \$0.15 per linear foot – ADDITIONAL SALTING

TOTAL \$192,600.

BID TABULATION
For Code Enforcement Snow Removal

PREMIER GROUP ASSOCIATES, LC Katie Lanza sales@pgalc.com 313-963-1700

	<u>SMALL</u>	<u>MEDIUM</u>	<u>LARGE</u>
2021-2022	\$65	\$85	\$125
2022-2023	\$66.95	\$87.55	\$128.75
2023-2024	\$68.95	\$90.20	\$132.60

NICK'S MAINTENANCE, INC. Nick Bianchini nick@triphasecc.com 248-840-6662

	<u>SMALL</u>	<u>MEDIUM</u>	<u>LARGE</u>
2021-2022	\$120	\$180	\$60/ADDITIONAL 30 FT.
2022-2023	\$120	\$180	\$60/ADDITIONAL 30 FT.
2023-2024	\$120	\$180	\$60/ADDITIONAL 30 FT.

Snow Removal Service Proposal For

Birmingham BSD Snow Removal Service

**151 Martin Street
Birmingham, Michigan 48009**

Submitted By:

Nick's Maintenance Service, LLC

**2815 Continental
Troy, Michigan 48083**

July 27, 2021



Introduction

We are pleased to present this proposal for the snow clearing services outlined within your RFP. **We have successfully been performing this contract for the last 16 years.** We have reviewed the provided information and familiarized ourselves thoroughly with the route and existing conditions. We also clearly understand the requirements of when the services are to be rendered and how they are to be rendered utilizing **broom driven equipment**. Listed within this proposal is information further addressing all of the items requested within the RFP.

Contact Information

The following is a list of individuals that can be contacted at any time on a 24 hour a day, 7 day a week basis for any questions or issues regarding our services. We make every attempt to make ourselves available for our clients' needs.

Primary Contact:

Nick Bianchini

(248) 840-6662 mobile

(248) 723-9706 Office

nick@triphasecc.com

Mauro Bianchini

(248) 709-6890 mobile

mbianchini@triphasecc.com

Francisco Escamilla

(734) 657-1998 mobile

francisco@triphasecc.com

Nick's Maintenance Service, LLC

2815 Continental

Troy, MI 48083



Proposal Form

The Birmingham Shopping District proposal form issued with the RFP outlining the requested pricing is attached to the end of this proposal.

Similar Projects and Related Experience

Nick's Maintenance Service has had the privilege of providing snow removal services to the BSD in Birmingham since 2005. During this time, we have made every effort to perform our contractual responsibilities to the utmost satisfaction of our customers and for the benefit of the City of Birmingham.

In addition to providing services to the Birmingham Shopping District, we also provide snow clearing services for 14 other business and/or property owners within the downtown area of Birmingham. These services include the removal of the remaining snow on the municipal walks as well as clearing snow from walkways on private property and parking lots.

Proposed Plan of Action for Clearing Snow

1. First and foremost, we have procured a location within a building with enclosed parking located at Old Woodward and Brown to stage our equipment in for us to complete our contract. Our snow removal equipment is ALWAYS in Birmingham near the center of town so that we can promptly begin to work when needed. We never have to trailer our equipment into or out of town in order to perform the responsibilities of our contract.
2. Having performed the responsibilities of snow clearing within the BSD limits of Birmingham for the past 16 years, we are very familiar with the route and the various dynamics and challenges necessary to perform the work. This includes
 - a. The knowledge as to which areas along the route are machine accessible, and which areas require hand work to clear the snow. There are several areas



scattered throughout the primary Downtown area and Triangle district in which street signs, parking meters, utility poles etc. hinder the use of our broom driven tractors, therefore requiring the need to do those areas by hand or with a snow blower.

- b. We know that many of the primary intersections along the main roadways often time get snow or slush pushed back onto them by personal vehicles or street plows. We make an attempt to re-broom those areas multiple times during and after a snow fall.
- c. We alter our approach to clearing the snow from the walkways depending on what time of the day we receive snow. For example, if we receive an overnight snowfall during the week, we make an attempt to make sure office buildings are addressed or near the community house when often times they have morning functions. We are also sensitive to when the restaurants and bars in town are busy and try to prioritize those areas in town when necessary.
- d. We try to monitor sponsored events in town such as restaurant week to make sure snow is removed from walkways. We have often times through the years that we have performed our contractual responsibilities sent crews out to clear snow, even when it was less than 1" during these events.
- e. What we have learned by performing this service for so many years is that it is necessary to broom the route multiple times during the course of an ordinary snow fall. We have also adopted the practice of bringing people in the following day to do any necessary touch ups around town.
- f. We recognize the fact that we are not always perfect and that from time to time we need to address various issues. Nick's Maintenance Service has always been responsive to any issues that have arisen through our years of providing service to the BSD. We personally make an effort to reach out to business owners when they feel they have not received the proper service, and we do all that we can to make sure that we don't repeat our error. We understand that although our contract is with the BSD, the building and business owners in town are ultimately the customers and beneficiaries of our service. We will always strive to keep them satisfied.
- g. Mauro Bianchini, Owner of Nick's Maintenance is also owner of Tri-Phase Commercial Construction with and Office in Downtown Birmingham. Mauro and his son Nick have always been personally and immediately available to the BSD when needed on a 24 hour, 7 day a week basis.



- h. Personnel utilized for snow clearing services are our employees, and not subcontractors.

References

The following is a short list of references for clients that we perform snow clearing services for within the City of Birmingham. Other references can be provided upon request.

Mr. Steve Frank
89 Lone Pine
Bloomfield Hills, Michigan
(917) 653-6880

Central Park Properties
112 Peabody
Birmingham, MI 48009
(248) 642-0024

Mr. Peter Sobelton
(248) 705-5122

Birmingham BSD
151 Martin Street
Birmingham, MI 48009
(248) 530-1200

Additional References available upon request.

Insurance

Nick's Maintenance Service will provide and maintain the proper insurance requirements naming the appropriate parties as additional insured as outlined in the RFP by an authorized and reputable insurance provider. A copy of certificate of insurance is attached herein.



**ATTACHMENT A - AGREEMENT
For Snow Removal Services**

This AGREEMENT, made this 27TH day of JULY, 2021, by and between the BIRMINGHAM SHOPPING DISTRICT, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "BSD"), and NICKS MAINTENANCE, Inc., having its principal office at 2815 CONFIDENTIAL (hereinafter called "Contractor"), provides as follows: TROY, MI 48063

WITNESSETH:

WHEREAS, the City of Birmingham, through the Birmingham Shopping District, is desirous of having work completed to remove snow from store fronts in the BSD; and,

WHEREAS, the BSD has heretofore advertised for bids for the procurement and performance of services required to perform the snow removal services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and,

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform snow removal services.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the RFP and the Contractor's cost schedule (attachment D) dated _____, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The Contractor agrees to provide the labor, material supplies and equipment necessary to perform the snow removal and salting services in accordance with the specifications and conditions contained in the RFP, for a three (3) year period beginning on the date of the signing of this Agreement and covering the 2021-2022, 2022-2023 and 2023-2024 snow seasons.
3. The BSD shall pay the Contractor for the performance of this Agreement as follows:

2021-22	<u>\$ 1.13</u> per linear foot Total = \$ <u>64,200</u> (Additional snow removal \$ <u>1.75</u> per linear foot) (Additional salting \$ <u>0.15</u> per linear foot) <u>SALT PROVIDE BY THE CITY</u>
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\$ 1.13 per linear foot

Total = \$ 64,200

(Additional snow removal \$ 1.75 per linear foot)

(Additional salting \$ 0.15 per linear foot)

SALT PROVIDE BY THE CITY

2023-24

\$ 1.13 per linear foot

Total = \$ 64,200

Total = \$ 64,200
(Additional snow removal \$ 1.75 per linear foot)

(Additional salting \$ 0.15 per linear foot)

SALT PROVIDED BY THE CITY

4. The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

- a. Snow removal shall commence no later than one hour after a minimum of (1) inch of snow has fallen.
- b. Work is to be completed within four (4) hours after the snow has ended.
- c. All fallen or windblown snow is to be cleared from all sidewalks, crosswalks and handicapped curb cuts within the Birmingham Principal Shopping District.
- d. During continuous snowfalls, the sidewalks in the BSD are to be maintained. Contractor is to continue or resume snow removal at any time accumulation on the sidewalk is one (1) inch or greater. If snow re-accumulates, or is plowed into the cross walks, contractor will clear the snow from the handicap curb cuts.
- e. Generally, snow shall be cleared from all sidewalks with a path of no less than sixty (60) inches wide throughout the shopping district, unless otherwise specified.
- f. Snow shall be cleared from sidewalks on Old Woodward from Oakland to Brown Streets and on Maple from Woodward Avenue to Chester Street with a path no less than one-hundred-twenty (120) inches wide, as to accommodate the newly constructed streetscape. Contractor shall also clear snow from the pedestrian walking path areas of the curb extensions (bump-outs) on Old Woodward Avenue and Maple Road.
- g. In 2022, South Old Woodward will be reconstructed from Brown to Landon. Following the completion of this project, snow shall be cleared with a path no less than one-hundred-twenty (120) inches wide. Contractor shall also clear snow from the newly-constructed pedestrian walking path areas of the curb extensions (bump-outs).
- h. Areas of sidewalks which are restricted by size or objects must be cleared by other means (i.e. hand shoveling, snow blower). Sidewalks on both sides of South Old Woodward will be widened in 2022 during the City of Birmingham's Old Woodward Reconstruction Project. Old Woodward sidewalk width yet to be determined, and Contractor agrees to work with BSD to determine agreeable snow removal "sweep" width and shall be agreed upon in writing and added as an addendum to agreement.

- i. When icing occurs, contractor must salt specific areas where ice patches form. These areas include, but are not limited to, major street corners in the central business district generally, and specific areas based on instruction from the Shopping District representative.
- j. Contractor must provide a telephone number, which has twenty-four (24) hour monitoring.
- k. All equipment and snow removal procedures must meet any applicable MIOSHA standards.
- l. All bids will be accepted for review and consideration. Any deviations to the bid must be reduced to writing and accompany the bid.
- m. All bids shall reflect the cost of snow removal for each year of the Agreement.
- n. The bid must include an optional unit price for separate additional snow removal services that are not yet anticipated, that are beyond the scope of this initial Agreement. Additional services may include salting, snow shoveling and deicing. If separate snow removal services are needed, the parties will agree in writing to the services and added as an addendum.

5. This Agreement shall terminate upon the conclusion of the 2023-2024 snow seasons. This Agreement shall be reviewed annually after each snowfall season, and the BSD shall have the right to terminate this Agreement as part of this annual review. After the third and final year of this Agreement, the BSD in its sole discretion shall have the right to renew this Agreement on a year-to-year basis by providing written notice to the Contractor by way of BSD Resolution subject to compensation terms as negotiated and agreed to by the parties and added to the current agreement in writing. The BSD may also terminate this Agreement for any reason and at any time by providing thirty (30) days advance written notice.

6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.

7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

8. The Contractor and the BSD agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the BSD or the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City/BSD nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by

the BSD or the City, or be deemed an employee of the BSD or the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD or the City.

9. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD/City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

13. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the BSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.

14. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the BSD and the City.

15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than **\$1,000,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Birmingham Shopping District and the City of Birmingham, including all their respective elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than **\$1,000,000** per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this Agreement, an Owners Contractors Protective Liability Policy with limits of liability not less than **\$3,000,000** per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

H. Proof of Insurance Coverage: Contractor shall provide the BSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) Two (2) copies of Certificate of Insurance for Pollution Liability Insurance;
- 6) Two (2) copies of Certificate of Insurance for Owners Contractors Liability Insurance;
- 7) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.

J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

16. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD and the City, their respective elected and appointed officials, employees and volunteers and others working on behalf of the BSD or the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the BSD or the City, their respective elected and appointed officials, employees, volunteers or others working on behalf of the BSD or the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the BSD, the City, or their elected or appointed officials, employees, volunteers or others working on behalf of the BSD or the City.

17. The City of Birmingham will not enter into a contract to furnish materials or services to the BSD from any BSD official, his spouse, child or parent, or from any corporation, association or partnership in which any BSD official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions. Every contract entered into by the City of Birmingham/BSD shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract without further liability if the disqualification has not been removed within thirty (30) days after the City/BSD has given notification of the disqualifying interest.

18. If Contractor's performance under the contract be deficient or contrary to the terms of this Agreement, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Birmingham Shopping District
Attn: Executive Director
151 Martin Street
Birmingham, MI 48009
(248) 530-1200

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the BSD and the City will be handled in a manner providing fair opportunity for all businesses. This will be

accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the BSD and the City.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

CONTRACTOR

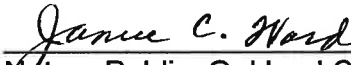
By:  **MAURO BIANCHINI**

Its: PRESIDENT

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 27th day of July, 2021, before me personally appeared MAURO BIANCHINI, who acknowledged that with the authority to do so she signed this Agreement.

JANICE C. WARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 27, 2025
ACTING IN COUNTY OF Oakland


Notary Public, Oakland County,
Michigan JANICE C. WARD
My commission expires:
January 27, 2025

BIRMINGHAM SHOPPING DISTRICT

By: _____
Its: Chairman

Approved:

Sean Kammer, BSD Executive Director
(Approved as to substance)

Mark Gerber, Director of Finance
(as to financial obligation)

Mary Kucharek, City Attorney
(Approved as to form)

Thomas Markus, City Manager
(Approved as to substance)

Attachment B
Code Enforcement Snow Removal

This ADDENDUM, made this 27TH day of JULY 2021, by and between the BIRMINGHAM SHOPPING DISTRICT, (hereinafter called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham MI; the City of Birmingham, having its office at 151 Martin Street, Birmingham, MI; and NICK'S MAINTENANCE SERVICE (hereinafter referred to as Contractor), having its principal office at 2815 CONTINENTAL provides as follows:

WITNESSETH:

WHEREAS, the City ordinance section 98-66 requires the owner of every lot, the occupant of every lot, and the owner or proprietor of any business establishment to clear all ice and snow from public sidewalks adjoining such lot within twelve (12) hours of a snow event; and,

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform snow removal services; and,

WHEREAS, the City shall identify properties within the BSD that have not complied with the snow removal ordinance following a snow event; and,

WHEREAS, the City shall furnish the Contractor with a list of noncompliant properties; and,

WHEREAS, the City shall separately invoice Contractor for services provided to clear snow from noncompliant properties; and,

WHEREAS, the Agreement dictates that if changes to the original terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.

NOW, THEREFORE, the Parties agree to the following agreement:

1. Contractor shall clear all snow in front of storefronts to the curb, at the direction of the City's Department of Public Services, for properties that have not complied with the snow removal ordinance in the BSD; and,
2. The City's Department of Public Services shall separately furnish a list of noncompliant properties to the Contractor; and,
3. The Contractor shall separately invoice the Department of Public Services for work performed in accordance with this scope of work; and,

4. The Contractor shall invoice the City in accordance with the following fee schedule:

	Small parcels (30ft or less)	Medium Parcels (31ft to 90 ft)	Large Parcels (added price for additional linear feet exceeding 90ft, in 30ft increments)
Year 1	<u>\$120 / PARCEL</u>	<u>\$180 / PARCEL</u>	<u>\$60 / ADDITIONAL 30 FT</u>
Year 2	<u>\$120 / PARCEL</u>	<u>\$180 / PARCEL</u>	<u>\$60 / ADDITIONAL 30 FT</u>
Year 3	<u>\$120 / PARCEL</u>	<u>\$180 / PARCEL</u>	<u>\$60 / ADDITIONAL 30 FT</u>

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IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed as of the date and year above written.

BY:  CONTRACTOR: MAURO BIANCHINI
ITS: PRESIDENT

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 27th day of July, 2021, before me personally appeared MAURO BIANCHINI, who acknowledged that with the authority to do so she signed this Agreement.

JANICE C. WARD
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 27, 2025
ACTING IN COUNTY OF Oakland

Janice C. Ward
Notary Public, Oakland County,
Michigan JANICE C. WARD
My commission expires:
January 27, 2025

**BIRMINGHAM SHOPPING
DISTRICT**

By:

Chairman

Approvals:

Sean Kammer, BSD Executive Director
(Approved as to substance)

Lauren Wood, DPS Director
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)


Thomas M. Markus, City Manager
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

ATTACHMENT C - BIDDER'S AGREEMENT
For Birmingham BSD Storefront Snow Removal Services

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

<u>MAURO BIANCHINI</u>	<u>7/27/21</u>
BID PREPARED BY	DATE
(Print Name)	
<u>PRESIDENT</u>	<u>7/27/21</u>
TITLE	DATE
	<u>mbianchini@triphasecc.com</u>
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
<u>NICK'S MAINTENANCE COMPANY</u>	
COMPANY	
<u>2815 CONTINENTAL</u>	<u>Troy, MI 48083</u>
ADDRESS	PHONE
	<u>(248) 840-6662</u>
NAME OF PARENT COMPANY	PHONE
<u>ADDRESS</u>	

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For BSD STOREFRONT SNOW REMOVAL SERVICES

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2013 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Vendor	
Legal Name	NICK'S MAINTENANCE SERVICE LLC
Street Address	2815 CONTINENTAL
City	TROY
State, Zip	MI 48063
Corporate I.D. Number / State	
Taxpayer I.D. #	20-3672892

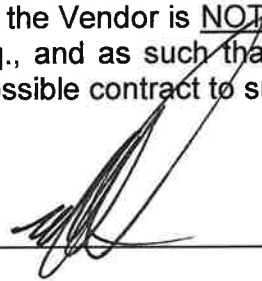
The undersigned, with 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law (MCL 129.311 et seq.) and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.


Signature of Vendor's
Authorized Agent:

Printed Name of Vendor's
Authorized Agent:

Witness Signature:

Printed Name of Witness:



MAURO BIANCHINI


NICHOLAS BIANCHINI

ATTACHMENT D - COST PROPOSAL
For Birmingham BSD Storefront Snow Removal Services

In order for the bid to be considered valid, this form must be completed in its entirety. Cost shall be provided in terms of per linear foot. This total linear footage is approximately 50,000 feet, and this will be the footage for which payments will be made unless modified by the BSD. The bid must include an optional unit price for separate additional snow removal services above and beyond the initial Agreement. Additional services include salting, snow shoveling and deicing. The cost for the Scope of Work as stated in the Request for Proposal documents shall be as follows:

	<u>Standard</u>	<u>Additional Snow Removal</u>	<u>Additional Salting</u>
Year 1	Per linear foot <u>1.13</u> Annual Total <u>64,200</u>	Per linear foot <u>\$ 1.75</u>	<u>\$ 0.15</u>
Year 2	Per linear foot <u>1.13</u> Annual Total <u>64,200</u>	Per linear foot <u>\$ 1.75</u>	<u>\$ 0.15</u>
Year 3	Per linear foot <u>1.13</u> Annual Total <u>64,200</u>	Per linear foot <u>\$ 1.75</u>	<u>\$ 0.15</u>
Total Cost for BSD Scope of Work: \$ <u>192,600.-</u>			

**PUBLIC SERVICES CODE ENFORCEMENT SNOW REMOVAL FROM
NONCOMPLIANT PROPERTIES FEE SCHEDULE**

	<u>Small parcels (30ft or less)</u>	<u>Medium Parcels (31ft to 90 ft)</u>	<u>Large Parcels (added price for additional linear feet exceeding 90ft, in 30ft increments)</u>
Year 1	<u>\$ 120.-</u>	<u>\$ 180.-</u>	<u>\$ 60.-</u>
Year 2	<u>\$ 120.-</u>	<u>\$ 180.-</u>	<u>\$ 60.-</u>
Year 3	<u>\$ 120.-</u>	<u>\$ 180.-</u>	<u>\$ 60.-</u>

Firm Name NICK'S MAINTENANCE SERVICE LLC

Authorized signature  Date 7/27/21



TRIPH-2

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Brian Furmaniak (2)	248-647-2500	CONTACT NAME:	
		PHONE (A/C, No, Ext): 248-647-2500	FAX (A/C, No): 248-647-4689
		E-MAIL ADDRESS: certrequest@oaklandinsurance.com	
INSURED Tri Phase Commercial Construction LLC Nick's Maintenance Company 359 S Old Woodward Ave Birmingham, MI 48009	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : EMC Insurance Companies		21415
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6D08873	08/07/2020	08/07/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6E08873	08/07/2020	08/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J08873	08/07/2020	08/07/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6H08873	08/07/2020	08/07/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Leased & Rented Equipment			6C08873	08/07/2020	08/07/2021	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Birmingham Shopping District

CERTIFICATE HOLDER

BIRMIN1

City of Birmingham
151 Martin Rd
Birmingham, MI 48012**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John D. Mowrey



July 30th, 2021

It is Premier Group Associates' pleasure to submit this proposal in response to Birmingham Shopping District – Snow Removal Services.

Premier Group Associates (PGA) is a full-service facility maintenance company, providing construction, landscape, snow removal, consulting, and maintenance predominantly in Detroit, with some clients located in and around Metro Detroit. PGA has been in business for 13 years, typically employing 60-70 employees, which over 60% are Detroit residents. Our FEIN number is 45-0569048.

Premier Group Associates is located at 535 Griswold Suite 1420, Detroit, MI. It also maintains an address at 8301 Lynch Detroit, MI, where equipment is stored, and field personnel have offices.

Premier Group Associates has provided this proposal with the intent to perform the work in accordance with the requirements outlined in the aforementioned RFP.

Katie Lanza, VP, Growth and Marketing will represent PGA in all contract negotiations along with Brad Byarski, Chief Operations Officer, who will be the firm's manager of this project. Mr. Byarski can be reached at 313-363-1886 or Brad@pgalc.com, and Katie can be reached at 313-925-3538 or Katie@pgalc.com.

Sincerely,

A handwritten signature in black ink that reads 'Katie Lanza' in a cursive script.

Katie Lanza
VP, Growth and Marketing
Premier Group Associates, LC



July 30th, 2021

Birmingham Shopping District
Snow Removal Services

Letter of Transmittal

Premier Group Associates proposal for the Birmingham Shopping District – Snow Removal Services will remain firm for a period of one hundred-twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the Birmingham Shopping District, whichever occurs first.

Sincerely,

A handwritten signature in black ink that reads "Katie Lanza". The signature is written in a cursive, flowing style.

Katie Lanza
VP, Growth and Marketing
Premier Group Associates, LC



Birmingham Shopping District
Snow Removal Services
Executive Summary

It is Premier Group Associates (PGA) pleasure to present our proposal for Birmingham Shopping District Snow Removal Services. PGA was founded on the premise of being more than a landscape provider, we are passionate about our vision to *Cultivating Better Communities* within our home of Detroit, and the surrounding areas.

We achieve this goal by constantly looking for ways to improve our business and ultimately excelling at customer expectations. While PGA has been in business for a number of years, we understand that there cannot be growth without adapting to client needs. With that being said, we have restructured our leadership team as well as implemented new processes to better serve our clients and community.

PGA has a multi-functioning tiered management process that has been implemented to provide multiple levels of quality checks to ensure projects are being completed effectively and efficiently. Each crew is led by a senior Crew Leader with no less than three years' experience. All crews report into a Division Supervisor that oversees all projects and reports into our VP, Field Operations daily. Simultaneously, our QC, Safety & Coordination inspects all projects to ensure each job is being completed to standards and if any concerns or emergencies arise, they are able to rapidly deploy a team to resolve these situations.

We utilize Buildertrend for all projects to maintain transparency on project schedules, POs, and project updates, including tracking and reporting, which has improved communication with clients.

Financially we have the ability to bond over \$5.0M. We have large account limits with our long-standing trade partners and have established reserves that have allowed us to operate when dealing with municipalities who typically see most invoices paid around 90 days.

We have an extensive equipment list and buying power to purchase more. PGA also has an inhouse mechanic team, so no equipment is out of commission for too long. We are always looking for the best and most efficient equipment in the marketplace to best service our clients.

In selecting PGA, you will select a contractor that has built a business based on quality of work and the relationships that have come from servicing the Detroit area. We believe that building relationships with our clients not only help in communication but also so PGA can anticipate and serve clients next needs. Premier Group Associates looks forward to continuing servicing the Metro Detroit Community.



Premier Group Associates' Project and Technical Approach

Premier Group Associates brings a combined 50 plus years of experience in the property management arena with its highly dedicated and passionate team. From acquisition, construction, design and preservation of assets PGA has firsthand experience. Unlike our competitors PGA has been in the shoes of facility and property managers. With this experience PGA takes all the landscape and snow removal challenges off the shoulders of its customers.

Communication is an often-used word in today's culture; PGA has developed a process that utilizes software and systems that allow its customers to have proactive, real-time reporting for their facilities. This also allows the PGA team to provide effective, safe, cost-efficient services to its clients.

During snow season PGA feels assumes all of the responsibility for implementation of the snow removal and deicing process. This gives our clients the peace of mind to know we are aware of an event; we are planning for an event and ultimately our plan to service the event. This is done in the following steps.

1. Pre-Event notification (48 hours before event)
 - a. Notifies client of impending snow or ice event.
 - b. Outlines what is expected, timing of event and current conditions that might affect the event
 - c. Gives client piece of mind that PGA is prepared to service facility
2. Event Notification (12-24 hours before event)
 - a. Cancels Pre-Event notification if forecast has changed
 - b. Defines timeline relative to shift arrivals, amounts of precipitation, and type of precipitation
 - c. Outline's timeframe of event
 - d. Sets timing for Deployment plan
3. Deployment Plan
 - a. Based on time that accumulations are expected this outlines when PGA crews will arrive on site
 - b. Includes any pre-event recommendations to "pre-salt" if timing of event is such that unsafe conditions are starting to form at arrival times for occupants of the facility.
 - c. Includes PGA plan to address facility to provide safe conditions for occupant arrival to the facility
 - d. Includes PGA plan to clear the property for the event
 - e. Includes PGA plan to address any post event drifting, ice overs or melting that occurs post event



4. Event close out
 - a. This notifies client property has been complete
 - b. Provides copy of snow and ice audit sheet completed by QC team
 - c. Allows client to provide feedback as to any deficiencies
 - d. Addresses any follow service needed or expected.
 - e. Provides timing that PGA team will be back on site to ensure no unsafe conditions exist from event.

This process is outlined with each client in Start of Work meeting (SOW). During the SOW in addition to this above PGA outlines the following:

1. Contract and Contacts
 - a. Contact list
 - b. Customer requirements
 - c. Scope review
 - d. Notification Process
2. Snow Removal Process
 - a. Team Leader introduction
 - b. Site Maps
 - c. Snow pile locations
 - d. Equipment list
 - e. Snow and Ice Audit Sheet
 - f. Work Performed Checklist

PGA has the capacity to immediately staff enough personnel to begin this project after the Notice to Proceed and throughout the entirety of the project.

Upon notification of project award, PGA will setup a kick-off meeting with the Birmingham Shopping District Project Managers and PGA's team who will review the requirements, schedule, and expectations.



Key Personnel

Premier Group Associates' team for this project will consist of the following key people. All have vast experience working on similar site work projects and PGA has all the necessary personnel and equipment to complete the project. *Please see attached resumes for more details on the Key Personnel.*

Phill Lovati: VP, Field Operations: *Phill has been with Premier Group Associates since 2019 working as head of our Field Operations. Phill oversees all field operation including new divisions with PGA. Phill will manage the project through Buildertrend, uploading weekly schedules, project tasks, priority lists and more. Phill will oversee this project, compiling weekly status reports and will be the main contact of communications between PGA and the Project Manager for any questions regarding the project.*

Mike Counsman, Safety and Quality Control: *Prior to PGA, Mike Counsman worked in Sales and Account Management in various industries. This experience has allowed Mike to bring a different approach to PGA from an operational standpoint. Mike has been with Premier Group Associates since 2017 working on Field Operations and maintaining the standard for Quality Control within PGA.. Mike has completed the OSHA 30 Training for the Construction Industry (see attached) and performs internal safety trainings for our field employees. Mike performs quality checks on jobs and ensures all employees are following safety protocol on site and the equipment/machinery.*

Brad Byarski, Chief Operating Officer: *Brad Byarski has over 20 years of experience in construction and business management. His experience is vast and has proven to be valuable as PGA has expanded into new divisions. Brad has worked hands on with the field team since he joined PGA in 2017. Brad will oversee communication with clients and execution of the project.*

Premier Group Executive Team

PGA's executive team has a combined 60 years' experience in the development and construction arena. Owning and developing real estate from raw land to finished project they have been involved in all aspects of the process. Having been the owner and builder PGA understands the delicate balance of budgets, design, and end product challenges. The Executive Team over sees all project through PGA's utilization of its project management software, Builder Trend. This allows real time reporting, and project tracking. The Executive Team will ensure the highest solutions are sought to ensure the City of Detroit meets its goals and budgets of the project.

**ATTACHMENT A - AGREEMENT
For Snow Removal Services**

This AGREEMENT, made this 30 day of July, 2021, by and between the BIRMINGHAM SHOPPING DISTRICT, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "BSD"), and Premier Group Associates, LC (PGA), Inc., having its principal office at 535 Griswold St. Suite 1420 Detroit, MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham, through the Birmingham Shopping District, is desirous of having work completed to remove snow from store fronts in the BSD; and,

WHEREAS, the BSD has heretofore advertised for bids for the procurement and performance of services required to perform the snow removal services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and,

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform snow removal services.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the RFP and the Contractor's cost schedule (attachment D) dated July 30th, 2021, 2021 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. The Contractor agrees to provide the labor, material supplies and equipment necessary to perform the snow removal and salting services in accordance with the specifications and conditions contained in the RFP, for a three (3) year period beginning on the date of the signing of this Agreement and covering the 2021-2022, 2022-2023 and 2023-2024 snow seasons.

3. The BSD shall pay the Contractor for the performance of this Agreement as follows:

2021-22	\$ <u>2.00</u> per linear foot
	Total = \$ <u>6,324</u> 100,000
	(Additional snow removal \$ <u>1.40</u> per linear foot)
	(Additional salting \$ <u>.65</u> per linear foot)

2022-23	\$ <u>2.05</u> per linear foot Total = \$ <u>6,482.10</u> <u>102,500</u> (Additional snow removal \$ <u>1.45</u> per linear foot) (Additional salting \$ <u>.70</u> per linear foot)
2023-24	\$ <u>2.10</u> per linear foot Total = \$ <u>6,640.20</u> <u>105,000</u> (Additional snow removal \$ <u>1.50</u> per linear foot) (Additional salting \$ <u>.75</u> per linear foot)

4. The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

- a. Snow removal shall commence no later than one hour after a minimum of (1) inch of snow has fallen.
- b. Work is to be completed within four (4) hours after the snow has ended.
- c. All fallen or windblown snow is to be cleared from all sidewalks, crosswalks and handicapped curb cuts within the Birmingham Principal Shopping District.
- d. During continuous snowfalls, the sidewalks in the BSD are to be maintained. Contractor is to continue or resume snow removal at any time accumulation on the sidewalk is one (1) inch or greater. If snow re-accumulates, or is plowed into the cross walks, contractor will clear the snow from the handicap curb cuts.
- e. Generally, snow shall be cleared from all sidewalks with a path of no less than sixty (60) inches wide throughout the shopping district, unless otherwise specified.
- f. Snow shall be cleared from sidewalks on Old Woodward from Oakland to Brown Streets and on Maple from Woodward Avenue to Chester Street with a path no less than one-hundred-twenty (120) inches wide, as to accommodate the newly constructed streetscape. Contractor shall also clear snow from the pedestrian walking path areas of the curb extensions (bump-outs) on Old Woodward Avenue and Maple Road.
- g. In 2022, South Old Woodward will be reconstructed from Brown to Landon. Following the completion of this project, snow shall be cleared with a path no less than one-hundred-twenty (120) inches wide. Contractor shall also clear snow from the newly-constructed pedestrian walking path areas of the curb extensions (bump-outs).
- h. Areas of sidewalks which are restricted by size or objects must be cleared by other means (i.e. hand shoveling, snow blower). Sidewalks on both sides of South Old Woodward will be widened in 2022 during the City of Birmingham's Old Woodward Reconstruction Project. Old Woodward sidewalk width yet to be determined, and Contractor agrees to work with BSD to determine agreeable snow removal "sweep" width and shall be agreed upon in writing and added as an addendum to agreement.

- i. When icing occurs, contractor must salt specific areas where ice patches form. These areas include, but are not limited to, major street corners in the central business district generally, and specific areas based on instruction from the Shopping District representative.
- j. Contractor must provide a telephone number, which has twenty-four (24) hour monitoring.
- k. All equipment and snow removal procedures must meet any applicable MIOSHA standards.
- l. All bids will be accepted for review and consideration. Any deviations to the bid must be reduced to writing and accompany the bid.
- m. All bids shall reflect the cost of snow removal for each year of the Agreement.
- n. The bid must include an optional unit price for separate additional snow removal services that are not yet anticipated, that are beyond the scope of this initial Agreement. Additional services may include salting, snow shoveling and deicing. If separate snow removal services are needed, the parties will agree in writing to the services and added as an addendum.

5. This Agreement shall terminate upon the conclusion of the 2023-2024 snow seasons. This Agreement shall be reviewed annually after each snowfall season, and the BSD shall have the right to terminate this Agreement as part of this annual review. After the third and final year of this Agreement, the BSD in its sole discretion shall have the right to renew this Agreement on a year-to-year basis by providing written notice to the Contractor by way of BSD Resolution subject to compensation terms as negotiated and agreed to by the parties and added to the current agreement in writing. The BSD may also terminate this Agreement for any reason and at any time by providing thirty (30) days advance written notice.

6. This Agreement shall commence upon execution by both parties, unless the BSD exercises its option to terminate the Agreement in accordance with the Request for Proposals.

7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

8. The Contractor and the BSD agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the BSD pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the BSD or the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City/BSD nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by

the BSD or the City, or be deemed an employee of the BSD or the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the BSD or the City.

9. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the BSD/City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the BSD. Any attempt at assignment without prior written consent shall be void and of no effect.

13. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the BSD of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the BSD with periodic status reports concerning all such claims or suits, at intervals established by the BSD.

14. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the BSD and the City.

15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The Birmingham Shopping District and the City of Birmingham, including all their respective elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this Agreement, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.
- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

H. Proof of Insurance Coverage: Contractor shall provide the BSD at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) Two (2) copies of Certificate of Insurance for Pollution Liability Insurance;
- 6) Two (2) copies of Certificate of Insurance for Owners Contractors Liability Insurance;
- 7) If so requested, Certified Copies of all policies mentioned above will be furnished.

I. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the BSD at least (10) days prior to the expiration date.

J. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the BSD may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the BSD shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

16. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the BSD and the City, their respective elected and appointed officials, employees and volunteers and others working on behalf of the BSD or the City against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the BSD or the City, their respective elected and appointed officials, employees, volunteers or others working on behalf of the BSD or the City, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of the BSD, the City, or their elected or appointed officials, employees, volunteers or others working on behalf of the BSD or the City.

17. The City of Birmingham will not enter into a contract to furnish materials or services to the BSD from any BSD official, his spouse, child or parent, or from any corporation, association or partnership in which any BSD official, his spouse, child or parent, has any direct or indirect interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or unincorporated business shall not be deemed to be a disqualifying interest. Employment by a business entity shall be deemed to be a disqualifying interest only if such employment is in an administrative, managerial or executive capacity in which the employee could in any way influence the decisions of the business entity with regard to contract proposals or other transactions. Every contract entered into by the City of Birmingham/BSD shall contain a provision to the effect that if subsequent to entering into the contract a City official, his spouse, child or parent shall become directly or indirectly interested in the contract without further liability if the disqualification has not been removed within thirty (30) days after the City/BSD has given notification of the disqualifying interest.

18. If Contractor's performance under the contract be deficient or contrary to the terms of this Agreement, the BSD may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Birmingham Shopping District
Attn: Executive Director
151 Martin Street
Birmingham, MI 48009
(248) 530-1200

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the BSD and the City will be handled in a manner providing fair opportunity for all businesses. This will be

accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the BSD and the City.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

CONTRACTOR

By: Katie Ranza
Its: VP, Growth & Marketing

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with the authority to do so she signed this Agreement.

Notary Public, Oakland County,
Michigan
My commission expires:

BIRMINGHAM SHOPPING DISTRICT

By: _____
Its: Chairman

Approved:

Sean Kammer, BSD Executive Director
(Approved as to substance)

Mark Gerber, Director of Finance
(as to financial obligation)

Mary Kucharek, City Attorney
(Approved as to form)

Thomas Markus, City Manager
(Approved as to substance)

Attachment B
Code Enforcement Snow Removal

This ADDENDUM, made this _____ day of _____ 2021, by and between the BIRMINGHAM SHOPPING DISTRICT, (hereinafter called "BSD"), having its principal municipal office at 151 Martin Street, Birmingham MI; the City of Birmingham, having its office at 151 Martin Street, Birmingham, MI; and Premier Group Associates, LC _____ (hereinafter referred to as Contractor), having its principal office at 535 Griswold St. Suite 1420 Detroit, MI 48226 provides as follows:

WITNESSETH:

WHEREAS, the City ordinance section 98-66 requires the owner of every lot, the occupant of every lot, and the owner or proprietor of any business establishment to clear all ice and snow from public sidewalks adjoining such lot within twelve (12) hours of a snow event; and,

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform snow removal services; and,

WHEREAS, the City shall identify properties within the BSD that have not complied with the snow removal ordinance following a snow event; and,

WHEREAS, the City shall furnish the Contractor with a list of noncompliant properties; and,

WHEREAS, the City shall separately invoice Contractor for services provided to clear snow from noncompliant properties; and,

WHEREAS, the Agreement dictates that if changes to the original terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.

NOW, THEREFORE, the Parties agree to the following agreement:

1. Contractor shall clear all snow in front of storefronts to the curb, at the direction of the City's Department of Public Services, for properties that have not complied with the snow removal ordinance in the BSD; and,
2. The City's Department of Public Services shall separately furnish a list of noncompliant properties to the Contractor; and,
3. The Contractor shall separately invoice the Department of Public Services for work performed in accordance with this scope of work; and,

4. The Contractor shall invoice the City in accordance with the following fee schedule:

	Small parcels (30ft or less)	Medium Parcels (31ft to 90 ft)	Large Parcels (added price for additional linear feet exceeding 90ft, in 30ft increments)
Year 1	\$65.00	\$85.00	\$125.00
Year 2	\$66.95	\$87.55	\$128.75
Year 3	\$68.95	\$90.20	\$132.60

----- The remainder of this page has been left intentionally blank.-----

IN WITNESS WHEREOF, the said parties have caused this Addendum to be executed as of the date and year above written.

CONTRACTOR:
BY: Katie Lanza Katie Lanza
ITS: VP, Growth & Marketing

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this _____ day of _____, 2021, before me personally appeared _____, who acknowledged that with the authority to do so she signed this Agreement.

Notary Public, Oakland County,
Michigan
My commission expires:

**BIRMINGHAM SHOPPING
DISTRICT**

By: _____

Chairman

Approvals:

Sean Kammer, BSD Executive Director
(Approved as to substance)

Lauren Wood, DPS Director
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Thomas M. Markus, City Manager
(Approved as to substance)

Mary M. Kucharek, City Attorney
(Approved as to form)

ATTACHMENT C - BIDDER'S AGREEMENT
For Birmingham BSD Storefront Snow Removal Services

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Katie Lanza	July 30, 2021
BID PREPARED BY (Print Name)	DATE
VP, Growth & Marketing	7-30-21
TITLE	DATE
	Sales@pgalc.com
AUTHORIZED SIGNATURE	E-MAIL ADDRESS
Premier Group Associates, LC	
COMPANY	
535 Griswold St. Suite 1420 Detroit, MI 48226	313.963.1700
ADDRESS	PHONE
NAME OF PARENT COMPANY	PHONE
ADDRESS	

ATTACHMENT D - COST PROPOSAL
For Birmingham BSD Storefront Snow Removal Services

In order for the bid to be considered valid, this form must be completed in its entirety. Cost shall be provided in terms of per linear foot. This total linear footage is approximately 50,000 feet, and this will be the footage for which payments will be made unless modified by the BSD. The bid must include an optional unit price for separate additional snow removal services above and beyond the initial Agreement. Additional services include salting, snow shoveling and deicing. The cost for the Scope of Work as stated in the Request for Proposal documents shall be as follows:

	<u>Standard</u>	<u>Additional Snow Removal</u>	<u>Additional Salting</u>
Year 1	Per linear foot <u>\$2.00</u>	Per linear foot <u>\$1.40</u>	<u>\$.65</u>
	Annual Total <u>\$6,324.00</u>		
Year 2	Per linear foot <u>\$2.05</u>	Per linear foot <u>\$1.45</u>	<u>\$.70</u>
	Annual Total <u>\$6482.10</u>		
Year 3	Per linear foot <u>\$2.10</u>	Per linear foot <u>\$1.50</u>	<u>\$.75</u>
	Annual Total <u>\$6640.20</u>		

Total Cost for BSD Scope of Work: \$19,446.30

**PUBLIC SERVICES CODE ENFORCEMENT SNOW REMOVAL FROM
NONCOMPLIANT PROPERTIES FEE SCHEDULE**

	Small parcels (30ft or less)	Medium Parcels (31ft to 90 ft)	Large Parcels (added price for additional linear feet exceeding 90ft, in 30ft increments)
Year 1	<u>\$65.00</u>	<u>\$85.00</u>	<u>\$125.00</u>
Year 2	<u>\$66.95</u>	<u>\$87.55</u>	<u>\$128.75</u>
Year 3	<u>\$68.95</u>	<u>\$90.20</u>	<u>\$132.60</u>

Firm Name Premier Group Associates, LC

Authorized signature Katie Panza Date July 30, 2021

ATTACHMENT E - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For BSD STOREFRONT SNOW REMOVAL SERVICES

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2013 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS," as defined by law.

Vendor	
Legal Name	Premier Group Associates, LC
Street Address	535 Griswold St. Suite 1420
City	Detroit
State, Zip	MI, 48226
Corporate I.D. Number / State	Type text here
Taxpayer I.D. #	45-0569048

The undersigned, with 1) full knowledge of all of Vendor's business activities, 2) full knowledge of the requirements and possible penalties under the law (MCL 129.311 et seq.) and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

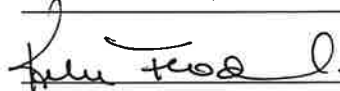
Signature of Vendor's
Authorized Agent:

_____

Printed Name of Vendor's
Authorized Agent:

Katie Lanza VP, Growth & Marketing

Witness Signature:

_____

Printed Name of Witness:

Kelee Teodecki



PREMIER GROUP ASSOCIATES, LC

535 Griswold St. Suite 1420, Detroit, MI 48226

P: 313-963-1700 • F: 313-963-0101

Premier Group Associates, LC has been serving municipalities, commercial customers, schools, residential and utility companies for over 14 years. We are a full-service provider of property maintenance including all grounds (landscape, snow removal, garden beds, etc), site construction (including demolition, blight removal), and real-estate development. Our customers rely on us to provide turnkey solutions to their property maintenance needs. We are committed to beautifying communities within the state of Michigan.

EXPERIENCE

GREAT LAKES WATER AUTHORITY

Routine ground maintenance and seasonal snow removal. Grounds restoration including seed, mulch, sod and new tree planting. Trimming of shrubs, plants, and trees, as well as tree removal and on call basis for fallen trees.

- Contracts:
 - Ground Maintenance/Snow Removal (#2917116): \$5 M | 2015 - Present
- Contact Information:
 - Name: Victoria Williams
 - Phone Number: 313-999-4141

DETROIT PUBLIC SCHOOLS

Routine Ground maintenance and seasonal snow removal. Grounds restoration including seed, mulch, sod and new tree planting. Trimming of shrubs, plants, and trees, as well as tree removal and on call basis for fallen trees. Athletic fields maintenance.

- Contracts:
 - Ground Maintenance/Snow Removal (#18-005-C): \$5 M | 2017 – Present
 - Athletic Fields Maintenance (#15-0023-C): \$1.5 M | 2016 - Present
- Contact Information:
 - Name: George Vary
 - Phone Number: 313-550-0652

DETROIT PUBLIC LIBRARY

Snow removal services provided to five locations. Services include snow removal and de-icing all parking lots, driveways, perimeter walkways and/or designated walkways leading to service entrances and stairs.

- Contracts:
 - Snow Removal: \$40,000 | 2018 – Present
- Contact Information:
 - Name: Christina Ladson
 - Phone Number: 313-481-1325

ABOUT US

PROPERTY SERVICES

We are a full-service provider of landscaping, maintenance for residential, commercial, government and municipalities. Clients we service include DPS, GLWA, SMART, The City of Detroit, DWSD, Display Group. In addition to performing mowing, fertilizing, edging and trimmings services for both school properties and athletic fields, we also stripe, perform field repairs, and sanitize turf playing surfaces.

Landscaping services: on staff designer experienced in providing horticultural designs for single to multiple areas within a property or properties.

Our design team is responsible for other non-plant-based requirements such as mulch, stone, pavers and lightings.

OUR TEAM

Field – Our field team is responsible for mowing, edging, weeding and trimming occupied and vacant properties for commercial, residential and government properties. This group is responsible for planting flowers, trees and other green items. Installation includes pavers, mulch, planting beds, and playground areas. Our field team is on call for emergency services such as fallen trees or debris removal. Each maintenance team is led by a Crew Leader of at least five years of experience.

Leadership – Our leadership team brings decades of expertise to all facets of Premier Group Associates. From the foundation of our company - lawn care and snow removal experience, to where we stand today – a one-stop shop for all your property service need.

SERVICES

- Landscape and Grounds Maintenance
- Tree Removal & Stump Grinding
- Snow Removal
- Construction
- Site Work and Restoration
- Emergency Board Up & Restoration
- City Parks & Playground Renovations
- Athletic Field Maintenance
- Facility Maintenance
- Demolitions
- Asbestos Removal
- Residential & Commercial Renovations
- Concrete & Asphalt Repairs
- Fertilization

CERTIFICATES

- National Women's Business Enterprise Certification (Exp. 08/31/22)
- Wayne County Business (08/14/22)
- Detroit Business Certification (03/15/22)

LICENSES

- City of Detroit BSEED License:
 - Snow Removal (Exp. 08/31/21)
 - Landscape Gardner (12/31/20)
- Nursery Stock Dealer License (10/31/21)
- MDARD – Commercial Pesticide Applicator (12/31/21)
- Wrecking License (12/31/21)

PGA Equipment List - Snow

Year	Manufacturer	Model	Description
2020	John Deere	XUV835M	Gator
2020	John Deere	XUV865M	Gator
2017	John Deere	XUV825M	Gator
2017	John Deere	XUV	Gator
2018	John Deere	XUV 825i	Gator
2018	John Deere	XUV835M	Gator
2019	John Deere	XUV825M	Gator
2020	Boss	6'6"	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	9'2' DXT	Snow Plow
2018	Boss	7'6" HXT-V	Snow Plow
2018	Boss	6'6" VXT	Snow Plow
2018	Boss	6'6" VXT	Snow Plow
2018	Boss	6'6" VXT	Snow Plow
2018	Boss	9'2" VTX	Snow Plow
	CAT	14' Box Blade	Snow Plow
	CAT	10' Box Blade	Snow Plow
2014	Land Mark	Box Blade	
2018	Land Mark	Box Blade	
2018	Land Mark	Box Blade	
2018	Land Mark	Box Blade	

2002	Case 521D	Loader with 3.5 yard bucket	
	SnowEx	V-Maxx	Bulk Spreader
	SnowEx	V-Maxx	Bulk Spreader
2019	Swanson	Tailgate Salter	
2019	Swanson	Tailgate Salter	
2019	Swanson	Tailgate Salter	
2019	Swanson	Tailgate Salter	
2019	Swanson	Tailgate Salter	
2019	Swanson	Tailgate Salter	
2019	Snow Ex	Hitch Salter	
2019	Snow Ex	Hitch Salter	
2019	Snow Ex	Hitch Salter	
2019	Snow Ex	Hitch Salter	
2019	Snow Ex	Hitch Salter	
2019	Snow Dogg	Tailgate Salter	
2019	Snow Dogg	Tailgate Salter	
2019	Yamar	35 HP Cap Tractor	
2017	CAT 906M	Loader with 3 yd bucket	
2018	CAT 279D	Rubber Track Skid with bucket loader	
2018	CAT 289D	Rubber Track Skid with bucket loader	
2018	CAT 289D	Rubber Track Skid with bucket loader	
2013	CAT 420	Backhoe	

PGA has a CAT 938 with 6 yd bucket at McAllister reserved for Snow Season

PGA has eight (8) 40-yard gravel trains on reserve to mobilize within 4 hours at Jackie's Transport.

*Equipment list only includes large items. Small equipment is not listed.

**PGA has the purchasing capabilities to acquire additional equipment if required.



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

PREMIER GROUP ASSOCIATES, LC

was validly authorized on August 7, 2007, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY, and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21030041308

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 2nd day of March, 2021.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Premier Group Associates LC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

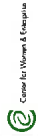
Certification Granted: August 31, 2012
Expiration Date: August 31, 2022
WBENC National Certification Number: 2005120872

Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes
Women's
Business
COUNCIL

NAICS: 561210, 236220, 531312, 561720, 561730

UNSPSC: 30121803, 30221013, 70111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000



WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC GREATER OHIO
WOMEN'S BUSINESS ENTERPRISE COUNCIL



WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL



JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Premier Group Associates LC DBA n/a

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 561210, 236220, 531312, 561720, 561730 UNSPSC: 30221013, 701111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000
Certification Number: WOSB190419
Expiration Date: August 31, 2021

Michelle Richards, Great Lakes Women's Business Council
Executive Director

Pamela Prince-Eason, WBENC President & CEO

Laura Taylor, WBENC Vice President



Wayne County Human Relations Certifications



This certifies that **Premier Group Associates, LC**

535 Griswold Street, Suite 1420
Detroit, Michigan 48226

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



8/14/2022



5/27/2024



8/14/2022

M/WBE Registered through: 8/14/2022

Victoria I. Edwards

Victoria I. Edwards, Director

Warren C. Evans

Warren C. Evans, County Executive

FY 2021 – 2022

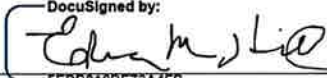
Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Premier Group Associates LLC

**Detroit Based Business (DBB)
Detroit Headquartered Business (DHB)
Detroit Small Business (DSB)
Detroit Resident Based Business (DRB)
Woman-Owned Business Enterprise (WBE)**

Commencing **March 15, 2021** expiring on **March 15, 2022.**

DocuSigned by:

5EBB818BF73A4FB...
Erica M. Hill, Deputy Director
Civil Rights, Inclusion & Opportunity

City of Detroit
Michael E. Duggan, Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STERLING INSURANCE GROUP 13900 Lakeside Circle Sterling Heights MI 48313-1318		CONTACT NAME: Stephanie Ciranna PHONE (A/C, No, Ext): (586) 323-5700 FAX (A/C, No): (586) 323-5703 E-MAIL ADDRESS: sciranna@sterlingagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP211197700	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CA211197600	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CU211197800	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC211198300	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Leased or Rented from Others			CPP211197700	05/01/2021	05/01/2022	Limit \$700,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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P.O. Box 465
2920 Enloe St, Ste 103
Hudson, WI 54016

March 9, 2021

Re: PREMIER GROUP ASSOCIATES, LC bonding capacity

To Whom It May Concern:

Please be advised that J. Ryan Bonding is authorized by Granite Re, Inc. to issue fidelity and surety bonds for Premier Group Associates, LC. In our opinion, this company continues to be properly financed, well-equipped, and capably managed. This continues to be a highly regarded and valued client relationship.

We are willing to favorably consider executing surety bonds for single contracts up to \$3,000,000 within a \$6,000,000 bonded aggregate work program. Larger contracts will also be considered on a case-by-case basis.

Please understand that any arrangement for surety credit is a matter between the contractor and the surety and we assume no liability to any third parties. We reserve the right to perform normal underwriting at the time of any specific bond request, including without limitation, prior review and approval of relevant contract documents, and required bond forms. As such, this letter is not to be construed as an agreement to provide surety bonds for any particular project; but rather, it is offered as an indication of our confidence in this particular client and its management team. Any specific requests for bonds will be underwritten by Granite Re, Inc. on their own respective merits.

Granite Re, Inc. (NAIC #26310) is a wholly owned subsidiary of Federated Mutual Insurance Company. Granite Re, Inc. is a corporate surety with an A.M. Best Financial Strength Rating of "A+ Superior" and is categorized by A.M Best Company as belonging to the "XV - \$2 Billion or greater" Financial Size Category. Granite Re, Inc. appears in the Federal Treasury Register (Dept. Circular 570; 2019 Revision), and is licensed to do business in (48) U.S. States, including the State of Michigan.

If you have any questions, please contact me at 616-425-2232.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kory Mortel'.

Kory Mortel
J. Ryan Bonding, Inc.



CERTIFICATE OF COMPLETION

This certifies that

Michael Counsman

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction



CEUs
3.4



Credit Hours
30.00



Completion Date
04/15/2021



Curtis Chambers

Curtis Chambers, Trainer C 26-0110333 and G 26-0082322

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization.

Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

"360training.com, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU."

THIS CERTIFICATE IS NON-TRANSFERABLE

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Certificate of Membership



This certifies that

Premier Group Associates, LLC

is a member in good standing of the
Accredited Snow Contractors Association

Effective from November 15, 2019 to November 15, 2022



Member ID: 1926

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

Kevin Gilbride, Executive Director