



Regular Meeting
7:00 p.m., Monday, June 6, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Presentation: Commission on Aging**
- 5. Presentation: Tourette Awareness**
- 6. Special Event Application: Annual Farmington Community Band Concert**
- 7. Consideration to award the Warner Home exterior repairs to R. Graham Construction LLC**
- 8. Consideration to award the Warner Home shingle replacement to R. Graham Construction**
- 9. Other Business**
- 10. Public Comment**
- 11. Council Comment**
- 12. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

**Farmington City Council
Staff Report**

**Council Meeting
Date:** June 7, 2022

**Item
Number
6**

Submitted by: Melissa Andrade, Assistant to the City Manager

Agenda Topic Consideration to approve Special Event Request for the Farmington Community Band to host its annual concert on Monday, July 26, 2022, from 6 – 9 p.m. in Riley Park

Proposed Motion Move to approve Special Event Request for the Farmington Community Band to host its annual concert on Monday, July 25, 2022, from 6 – 9 p.m. in Riley Park.

Background

The City received a special event request from Jim Liska, Vice President of the Farmington Community Band to host a free community concert in the Riley Park Pavilion Monday, July 25, 2022 from 7 – 8:30 p.m., with set up at 6 p.m.

Exempt parking is requested only to unload equipment at the pavilion.

This is an annual event.

Materials:

Event Application

Event Name Downtown with the Farmington Community Band

CITY USE ONLY

Approval Needed:

- City Manager
- City Council

- Approved
- Denied



City of Farmington Special Event Application

This application is for all events in Riley Park and any other event in the City of Farmington that will bring in more than 25 people. Complete this application in accordance with the city of Farmington's Special Events Policy and return it to the City Manager's Office at least 30 days prior to the starting date of the event. If your event is approved, you will receive a written confirmation of approval.

Park fees are \$100 for residents and \$200 for non-residents.

Event Name Downtown with the FCB

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of myself or the sponsoring organization, the following:


- a. For public events, a certificate of insurance and endorsement must be provided naming the City of Farmington as additional insured. See Parks Reservation, Facility Use, and Special Events Policy, page 19, item J, for specific requirements and limits.
- b. If the event includes solicitation by workers standing in street intersections, the required safety precautions will be maintained at all times in accordance with the Department of Public Safety. Reference the Parks Reservation, Facility Use, and Special Events Policy, page 20, item K.
- c. All food vendors must be approved by the Oakland County Health Department and follow all required health regulations. Each food vendor must provide the City with a Certificate of Insurance as well as an endorsement naming the City of Farmington as additional insured. Form CG 20 26 or its equivalent is recommended. See Parks Reservation, Facility Use, and Special Events Policy, page 20, item M for more details.
- d. The approval of this special event may include additional requirements and/or limitations based on the city's review of this application, and in accordance with the city's Parks Reservation, Facility Use, and Special Events Policy. The event will be operated in conformance with the written confirmation of approval. See Parks Reservation, Facility Use, and Special Events Policy, page 21, item Q.
- e. The sponsoring organization may provide a security deposit for the estimated fees as may be required by the city and will promptly pay any billing for city services which may be rendered. See Parks Reservation, Facility Use, and Special Events Policy, page 17, items E and F.

To the fullest extent permitted by law, the individual or sponsoring organization assume(s) all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Farmington, including all of its elected and appointed officials, all employees and volunteers, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from the City of Farmington, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of your actions during this event.

As the duly authorized individual or agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that I (or the sponsoring organization) will comply with the city's Parks Reservation, Facility Use, and Special Events Policy, the terms of the Written Confirmation of Approval and all other city requirements, ordinances and other laws which apply to this special event.

May 16, 2022

Date


Signature

RETURN THIS APPLICATION AT LEAST THIRTY (30) DAYS PRIOR TO THE FIRST DAY OF THE EVENT TO:

City Manager's Office
23600 Liberty Street
Farmington, MI 48336

Phone: 248-474 5500, ext. 2221

Failure to provide the above items shall result in cancellation of the event. The city shall not be liable for any cost incurred.

Sponsoring Individual/Organization's Name: Farmington Community Band, Inc.

Individual/Organization Phone: 734.837.9744

Individual/Organization Address: P.O. Box 3091, Farmington Hills MI 48333

Organization's Contact: Jim Liska Phone: 248.310.7008
Ginny McDonald, Business Mgr. 734.837.9744

Contact's Title: VP - Marketing & Communications E-mail: Liska@icloud.com

Address: 33703 Macomb Ave., Farmington 48335

Event Name: Downtown With The FCB
~~River Middle School Band Concert~~

- Type of Event:
- | | |
|---|---|
| <input type="radio"/> Sponsored/City Operated | <input type="radio"/> Co-Sponsored (all parties must provide info and sign application) |
| <input checked="" type="radio"/> Non-Profit | <input type="radio"/> For Profit |
| <input type="radio"/> Political or Ballot Issue | <input type="radio"/> Wedding |
| <input type="radio"/> Video or Film Production | <input type="radio"/> Running Event |
| <input type="radio"/> Block Party | <input type="radio"/> Other (describe) |

Riley Park Permit Fee:

\$100 residents/\$200 non-residents

Event Purpose: Free band concert open to public

Event Dates: July 25, 2022

Event Times: Concert from 7-8:30 pm

Event Location: Sundquist Pavilion at Riley Park

Number of People Expected: 60 band members

Contact Person on Day of Event: Ginny McDonald, Business Mgr.

Phone: 734.837.9744

Email ginnymcdonald.fcb@gmail.com

Estimated Time of Setup: 6pm

Estimated Time of Cleanup: 9pm

Crowd Control Plans:

Sidewalk use? YES NO

If yes, describe sidewalk use:

Reserved Parking: Are you requesting exempt Parking? (See Policy Section 5)

YES NO

If yes, list the lots or locations where parking is requested:

Parking lot adjacent to the south pad of the pavilion, just two spots to unload equipment

Will street closures be necessary? YES NO

If yes, describe street closures, include time of closure and re-open:

Will music be provided? YES NO

If yes, describe amplification and proposed location of band, speakers, equipment, etc.:

Concert band, just a mic for announcements

Will electricity be needed for the event? YES NO

Will the following be constructed or located in event area?

Booths	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Tents/Canopies	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Rides	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Tables	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Portable Toilets	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Inflatables	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Food Vending	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>
Other Vendors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	Quantity: <input type="text"/>

Other (describe)

If yes to food vendors, concessions, and/or other vendors, please list all of the vendors by vendor name, refer to Policy Section IV.2.N for license and insurance requirements:

**If mobile food vending is proposed as part of an activity that also requires a special event permit, no additional or separate mobile food vending permit shall be required as state in the City Cod of Ordinances (Appendix A in policy).*

An Event Map [is] [is not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.

For events in Riley Park: Invitation to Civic Organizations and Merchants in the Event Vicinity.

Non-profit organizations and local merchants in the vicinity of Riley Park – the Central Business District -- should be given the opportunity to participate in the special event to the greatest extent practical; e.g., a local Deli might come out and sell bratwurst. You must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. The City Manager’s office shall be responsible for determining whether this requirement has been met.

I have invited local businesses to participate.

Those invited include:

Event Signs: Will this event include the use of signs YES NO

If yes, refer to Policy Section 8 for requirements and describe the size and location of your proposed signs. All signage must be approved by the City Manager’s Office.

Event Cost Worksheet

	Cost	Quantity	Total
Park usage fee			
Public Safety Assistance			
Public Services Assistance			
Cones			
Additional Barricades			
Additional Trash Barrels			
Other			
Total			0

Usage fee for Riley Park is \$100 for residents, \$200 for non-residents. Assistance from Public Services or Public Safety is \$65/hour with a minimum of two hours. The Public Services fee includes four trash barrels and four barricades. If additional equipment is needed, the fee will be determined by Public Services. Equipment is limited to cones, barricades and trash barrels.

Checks can be dropped off or mailed to the City Manager’s Office at Farmington City Hall: 23600 Liberty Street, Farmington, MI 48335. Make checks payable to the “City of Farmington.” There is a processing fee for credit cards payments. Credit card payments must be made at City Hall, we do not take credit card information via the phone.

Farmington City Council Staff Report	Council Meeting Date: June 06, 2022	Item Number 7
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Recommendation of Award		
Proposed Motion: Move to award the Warner Home Exterior Repairs to R. Graham Construction LLC in the amount of \$104,500 subject to any minor amendments to the final form recommended by the Architect, City Manager’s office or the City Attorney’s office.		
Background: The Warner Home front and east side porch features a low pitch roof. The porch and porch roof are not part of the original 1860’s era home; they were added to the home in the 1920’s. In the 1980’s, a majority of the original wooden porch columns were replaced with composite columns, the porch roof balustrade was replaced with a PVC balustrade, and the porch ceiling beadboard was replaced with PVC headboard. Two of the 1920’s era wooden columns have been severely damaged by the leaking roof and require replacement. The southeastern stars and porch have been off limits due to structural deficiencies for nearly two years. For many years repairs have been made to the low pitch roof due to leakage. In early 2021 research was conducted to determine construction methods used to construct the porch and to determine the extent of decay. Wayde Hoppe, Architect who developed the Warner Home foundation repairs inspected the construction methods and developed the Warner Home Exterior Repair plans and project. The project was posted to the Bid-Net web site late July 2021 and late January 2022. No contractors submitted bids for either posting primarily due to labor & material shortage, and the lead paint remediation. City Administration and Wayde Hoppe approached R. Graham Construction LLC to submit a value engineered proposal. The value engineered proposal does not deviate from the Architects plans, but allows the Contractor scheduling, staffing, material availability alternative considerations. The contractor will also be directly responsible for scheduling and all fees to sub-contractor conducting the lead paint remediation during demolition. Wayde Hoppe of Hoppe Design LLC recommends awarding the Warner Home Exterior Repairs to R. Graham Construction LLC located in Farmington, Mich. in the amount of \$95,000 and to include a 10 percent contingency of \$9,500, totaling \$104,500.		
Materials: R. Graham Construction, LLC Proposal dated 5/27/2022 Hoppe Design Letter of Recommendation		

PROPOSAL

R.GRAHAM CONSTRUCTION, LLC. <u>www.regrahamroofing.com</u> 30966 Grand River Ave., Farmington, MI 48336 (248) 987-1155 (800) 842-4541 Fax (248) 987-1161	Proposal No. Sheet No. Date: 05/27/2022
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Proposal Submitted To	Work To Be Performed At
Name: City of Farmington – Attn: Chuck Eudy Address: City: Phone (Main): 248-533-6298	Address: 33805 Grand River Ave. City: Farmington, MI Email: Alt. Phone:

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Complete proposed renovations to roof and front porch as per drawing and spec book

- Lead abatement to be completed by ABF Environmental.

NOTE: Entire front porch needs abatement due to loose paint.

- R. Graham to supply labor and material.

*demo damaged porch

*repair wood steps

*replace two pillars

*Install new beam on east end of porch

*new trim wood

*post for ballast

*concrete replacement on slab

*basement door

*new railings

Flat roof above porch

- Tear off existing.

- Install rigid insulation

- Install full adhered 60 mille EPDM rubber.

- Manufacturer to be determined.

- Ten (10) year limited labor and material warranty by R.Graham Construction.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and Specifications submitted for above work and completed in a substantial workmanlike manner for the sum of with Payments to be made as follows: - **To be discussed** **DOLLARS (\$95,000.00)**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

Respectfully submitted: R.Graham Construction, LLC.

Per: Richard Graham

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

**R .GRAHAM CONSTRUCTION, LLC
GENERAL TERMS AND CONDITIONS**

ACCEPTANCE OF THIS PROPOSAL: Upon acceptance, this proposal shall become a contract binding upon both the buyer and R. Graham Construction, LLC {hereinafter called Company} and shall be construed according to the laws of the State of Michigan.

LIABILITY: The Company shall not be responsible for damages or delay, either before commencement of or during the said work described herein on account of transportation difficulties, priorities, strikes, accidents, war, acts of God, fire, sudden rains, storms, windstorms, ice dams, other casualty or theft or other causes beyond its control. The Company will exercise reasonable care when performing the work, but cannot be held responsible in any other manner for damages to sidewalks and driveways, foliage, awnings, walls and ceilings, septic tanks, on the premises during in process or after completed project. Customer is urged to cover furniture and otherwise protect their property. We cannot accept responsibility for any damages done to the roof by plumbers, electricians, air conditioner men, fumigators, or any other tradesmen. R. Graham Construction, LLC will take reasonable care when removing and replacing satellite dish while contracted work is being performed. The Company shall not be responsible for reception of satellite dish after removal and replacement of roof.

We reserve the right to correct any and all problems from or arising out of the performance of this contract where we are found responsible and do not authorize personnel other than that of the Company to perform these services.

Owner to provide right of ingress or egress, to include written permission from the owner of neighboring property that must be used to provide access for workman or machinery. Owner to provide water and necessary electricity.

INSURANCE: The Company shall comply with all laws relating to Workman's Compensation in the State of Michigan and shall carry a minimum of \$300,000 Public Liability and Property Damage Standard form insurance, insuring during the progress of the work and liability, which may be imposed by law upon the Company due to accidents arising from such operation.

TRANSFERABLE: The owner may transfer the workmanship warranty anytime during the first year unless otherwise stated on the final billing. This transfer must occur simultaneously with the sale of the building. The written notice must include those names of the Owner and the Purchaser, the address of the building upon which materials provided by the Company was installed. Except as set for in this paragraph, any assignment, sale or transfer of the warranted work of the building, which the Company has applied, shall immediately terminate all liability of R. Graham Construction, LLC. from contracted work.

GUARANTEE: There shall be neither guarantees, nor liabilities on the Company after the work is completed, except as may be provided in this proposal by a reference to specifications covering the proposed work, or as may be provided specifically in this proposal. However, any such reference and/or provisional shall be strictly construed only as an obligation on the Company to issue a written guarantee upon completion of the work. And it is mutually agreed that all guarantees to be binding upon the Company must be in writing whether issued voluntarily or in accordance with this proposal, and that whenever the Company upon completion of the work provided, shall issue to the Buyer, such a written guarantee, the liability of the Company shall be limited to the terms of such liability for damage caused by termite or wood destroying organisms, fire, tornado, hail, hurricane, or other extraordinary causes beyond the control of the Company or for damage to the building upon or in which such work is done; nor for any damage to said work caused by settlement, warping, distortion, or failure of roof deck, sheathing, walls, partition walls, ceilings, or foundation of said building; nor for failure of any materials or integral part of said building used as a base, attachment to or for said work; nor for damage to interior furniture and fixtures, decorations, stock or equipment due to leakage or otherwise. It is further agreed that in the event the Buyer, upon final settlement to the Company fails or neglect to require such a guarantee as may be anticipated by the Parties hereof, the same shall be construed as a waiver by the Buyer of all rights under the predicated guarantee.

COMPLETION AND ACCEPTANCE: Upon completion the Buyer shall immediately inspect and accept the Company's work provided that work has been completed according to the terms of the working contract, and full settlement shall be made in accordance with this agreement. A full and complete acceptance of the work shall be presumed upon the Buyer and making final settlement and/or executing a note for final settlement. When guarantees are included and stated so in the agreement, they shall become null and void if null payment for work performed in accordance with this agreement is not received within 15 days from the date of final billing. Should the customer decide to cancel the agreement with R. Graham Construction, LLC, a charge of up to 5% of the contract price will be incurred. And an additional charge of up to 5% will be incurred for processing cost.

DELINQUENT ACCOUNT CHARGE: A delinquent charge of 1.5% per month will be charged on any unpaid balance over 30 days. Any finance charge will be adjusted to a minimum of fifty cents where permitted by state law. R. Graham Construction, LLC will add a \$50.00 service charge for any check returned from the bank for insufficient funds.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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 C.L. Finlan & Son, Inc 47784 Halyard Dr Plymouth MI 48170	CONTACT NAME: PHONE (A/C. No. Ext): 734-453-6000		FAX (A/C. No.): 734-404-2370
	E-MAIL ADDRESS: info@finlan.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED R Graham Construction LLC 30966 Grand River Avenue Farmington MI 48336	RGRAHAM-01		INSURER A: Crum & Forster
			INSURER B: Travelers Indemnity Company
			INSURER C:
			INSURER D:
			INSURER E:
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1883534981


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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO087806	4/7/2022	4/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2E84207-7-22	4/8/2022	4/8/2023	<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

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

CERTIFICATE HOLDER**CANCELLATION**

R Graham Construction LLC 30966 Grand River Avenue Farmington MI 48336	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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January 11, 2021

Mr. Charles Eudy
Superintendent of Public Works, City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

Re: **Warner Mansion Porch and Roof Renovation**
Letter of Recommendation of Award
33805 Grand River Ave, Farmington, MI 48335

Dear Chuck:

On May 27th, 2022 R. Graham Construction, LLC submitted a proposal for the Warner Mansion Porch and Roof Renovation project for \$95,000. That renovation is based upon the drawings and specifications issued by my office dated July 16th, 2021. As requested by your office, R. Graham Construction LLC also submitted a proposal for the replacement of the roofing material on the main building at the Warner Mansion for a price of \$14,000.

Contingent upon the following revisions I recommend approval of this proposal. Those revisions are as follows.

- Revise the insurance coverage to match the coverage in the specification.
- The proposal should reference the date of the drawings which is 7.16.21.
- The proposal should indicate the number of days necessary for the completion of the construction per the specification.
- The proposal should indicate the percent markup on all changes to the contract per the specification.
- The proposal should indicate the unit cost for wood replacement per the specification.
- The proposal should clarify that the cost of lead paint abatement is included in the contract sum.

Should you have any questions, please contact me.

Sincerely,
Wayde C. Hoppe, R.A.
President
NCARB, LEED AP

Farmington City Council Staff Report	Council Meeting Date: June 6, 2022	Item Number 8
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Consideration to Award		
Proposed Motion: Move to award the Warner Home Main Building (center roof only) shingle replacement to R. Graham Construction LLC in the amount of \$14,000 subject to any minor amendments to the final form recommended by the Architect, City Manager’s office or the City Attorney’s office.		
Background: In conjunction with the Warner Home Exterior Repairs, Public Works Superintendent requested R. Graham Construction to submit a proposal for the Warner Home Shingle Roof Replacement. The records indicate a RFQ was issued for the roof replacement in 1996. With that information, the roof is over 25 years old. Replacement of the shingle roof prior to replacement of the porch roof would ensure no damage to the porch roof would occur during the shingle roof replacement and would reduce the cost of the roof replacement due to less labor cost trying to protect the porch roof during the main building roof replacement. The carriage house roof was replaced in 2011. Hoppe Design has reviewed the proposal from R. Graham Construction and has stated the proposal is in line with the current market cost. Historically R. Graham Construction has been the lowest bidder for renovation projects at the Warner Home and Public Works.		
Materials: R. Graham Construction, LLC Proposal dated 5/27/2022		

PROPOSAL

**R. GRAHAM
CONSTRUCTION, LLC.**

www.regrahamroofing.com

License# 2102193186

30966 Grand River Ave., Farmington, MI 48336

(248) 987-1155 (800) 842-4541

Fax (248) 987-1161

Proposal No.

Sheet No.

Date: 05/27/2022

Proposal Submitted To

Work To Be Performed At

Name: City of Farmington – Attn: Chuck Eudy

Address:

City:

Phone: (Main) 248-533-6298

Address: 33805 Grand River Ave.

City: Farmington, MI

E-Mail:

Phone: (Cell):

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Main building – center roof only

- Strip all layer's to deck and inspect for rotten wood. (Extra layers additional to base price.)

- Replace wood as needed @ \$80.00 per sheet of cdx/osb plywood and \$3.00 per lineal foot of 1X6 roof boards.

NOTE: All wood replacement; fascia, soffit, truss & decking NOT included in price and will be an additional charge

- Install ice & water shield 9 feet at eaves.

- Install full synthetic felt underlayment.

- Install new aluminum drip edge to roof perimeter. Color to be _____.

- Install Lifetime Architectural shingles. (Nail applied, color of choice)

- Landmark by CertainTeed or Timberline by GAF style. To be determined.

- Shingle Color Selection: _____ . ()

- Install closed style valley.

- Replace soil stack flashings, and install counter flashing as needed.

- Ventilation to be determined.

- Haul away all job related debris.

- Five (5) year workmanship and Lifetime or equal manufacturer's limited warranty.

NOTE: Permit additional to quoted price if required by city ordinance.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and

Specifications submitted for above work and completed in a substantial workmanlike manner for the sum of with

Payments to be made as follows:

Dollars: (\$14,000.00)

- Per contract

***All credit card transactions subject to 3% service fee

***Financing now available, inquire for details

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

Respectfully submitted: **R.Graham Construction, LLC.**

Per: Richard Graham

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

R .GRAHAM CONSTRUCTION, LLC
GENERAL TERMS AND CONDITIONS

ACCEPTANCE OF THIS PROPOSAL: Upon acceptance, this proposal shall become a contract binding upon both the buyer and R. Graham Construction, LLC {hereinafter called Company} and shall be construed according to the laws of the State of Michigan.

LIABILITY: The Company shall not be responsible for damages or delay, either before commencement of or during the said work described herein on account of transportation difficulties, priorities, strikes, accidents, war, acts of God, fire, sudden rains, storms, windstorms, ice dams, other casualty or theft or other causes beyond its control. The Company will exercise reasonable care when performing the work, but cannot be held responsible in any other manner for damages to sidewalks and driveways, foliage, awnings, walls and ceilings, septic tanks, on the premises during in process or after completed project. Customer is urged to cover furniture and otherwise protect their property. We cannot accept responsibility for any damages done to the roof by plumbers, electricians, air conditioner men, fumigators, or any other tradesmen. R. Graham Construction, LLC will take reasonable care when removing and replacing satellite dish while contracted work is being performed. The Company shall not be responsible for reception of satellite dish after removal and replacement of roof.

We reserve the right to correct any and all problems from or arising out of the performance of this contract where we are found responsible and do not authorize personnel other than that of the Company to perform these services.

Owner to provide right of ingress or egress, to include written permission from the owner of neighboring property that must be used to provide access for workman or machinery. Owner to provide water and necessary electricity.

INSURANCE: The Company shall comply with all laws relating to Workman's Compensation in the State of Michigan and shall carry a minimum of \$300,000 Public Liability and Property Damage Standard form insurance, insuring during the progress of the work and liability, which may be imposed by law upon the Company due to accidents arising from such operation.

TRANSFERABLE: The owner may transfer the workmanship warranty anytime during the first year unless otherwise stated on the final billing. This transfer must occur simultaneously with the sale of the building. The written notice must include those names of the Owner and the Purchaser, the address of the building upon which materials provided by the Company was installed. Except as set for in this paragraph, any assignment, sale or transfer of the warranted work of the building, which the Company has applied, shall immediately terminate all liability of R. Graham Construction, LLC. from contracted work.

GUARANTEE: There shall be neither guarantees, nor liabilities on the Company after the work is completed, except as may be provided in this proposal by a reference to specifications covering the proposed work, or as may be provided specifically in this proposal. However, any such reference and/or provisional shall be strictly construed only as an obligation on the Company to issue a written guarantee upon completion of the work. And it is mutually agreed that all guarantees to be binding upon the Company must be in writing whether issued voluntarily or in accordance with this proposal, and that whenever the Company upon completion of the work provided, shall issue to the Buyer, such a written guarantee, the liability of the Company shall be limited to the terms of such liability for damage caused by termite or wood destroying organisms, fire, tornado, hail, hurricane, or other extraordinary causes beyond the control of the Company or for damage to the building upon or in which such work is done; nor for any damage to said work caused by settlement, warping, distortion, or failure of roof deck, sheathing, walls, partition walls, ceilings, or foundation of said building; nor for failure of any materials or integral part of said building used as a base, attachment to or for said work; nor for damage to interior furniture and fixtures, decorations, stock or equipment due to leakage or otherwise. It is further agreed that in the event the Buyer, upon final settlement to the Company fails or neglect to require such a guarantee as may be anticipated by the Parties hereof, the same shall be construed as a waiver by the Buyer of all rights under the predicated guarantee.

COMPLETION AND ACCEPTANCE: Upon completion the Buyer shall immediately inspect and accept the Company's work provided that work has been completed according to the terms of the working contract, and full settlement shall be made in accordance with this agreement. A full and complete acceptance of the work shall be presumed upon the Buyer and making final settlement and/or executing a note for final settlement. When guarantees are included and stated so in the agreement, they shall become null and void if null payment for work performed in accordance with this agreement is not received within 15 days from the date of final billing. Should the customer decide to cancel the agreement with R. Graham Construction, LLC, a charge of up to 5% of the contract price will be incurred. And an additional charge of up to 5% will be incurred for processing cost.

DELINQUENT ACCOUNT CHARGE: A delinquent charge of 1.5% per month will be charged on any unpaid balance over 30 days. Any finance charge will be adjusted to a minimum of fifty cents where permitted by state law. R. Graham Construction, LLC will add a \$50.00 service charge for any check returned from the bank for insufficient funds.

January 11, 2021

Mr. Charles Eudy
Superintendent of Public Works, City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

Re: **Warner Mansion Porch and Roof Renovation**
Letter of Recommendation of Award
33805 Grand River Ave, Farmington, MI 48335

Dear Chuck:

On May 27th, 2022 R. Graham Construction, LLC submitted a proposal for the Warner Mansion Porch and Roof Renovation project for \$95,000. That renovation is based upon the drawings and specifications issued by my office dated July 16th, 2021. As requested by your office, R. Graham Construction LLC also submitted a proposal for the replacement of the roofing material on the main building at the Warner Mansion for a price of \$14,000.

Contingent upon the following revisions I recommend approval of this proposal. Those revisions are as follows.

- Revise the insurance coverage to match the coverage in the specification.
- The proposal should reference the date of the drawings which is 7.16.21.
- The proposal should indicate the number of days necessary for the completion of the construction per the specification.
- The proposal should indicate the percent markup on all changes to the contract per the specification.
- The proposal should indicate the unit cost for wood replacement per the specification.
- The proposal should clarify that the cost of lead paint abatement is included in the contract sum.

Should you have any questions, please contact me.

Sincerely,
Wayde C. Hoppe, R.A.
President
NCARB, LEED AP